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► Work on delivery platforms in Argentina: Analysis and policy recommendations





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Work on delivery platforms in Argentina: Analysis and policy recommendations

Elva López Mourelo

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ILO Country Office for Argentina

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Author: Elva López Mourelo

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Notice

The use of language that does not discriminate or mark differences between men and women is one of the concerns of our Organization. However, there is no agreement among linguists about how to do so in Spanish. In this regard and in order to avoid the graphic overload that would be meant by using 'o/a' (male/female gender markers in Spanish), we have opted to use the classic generic masculine marker in the Spanish version, thereby understanding that all mentions in such gender always represent both men and women.

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Executive Summary

One of the greatest transformations in the world of work in recent years has been the emergence of digital platforms. These platforms serve as an intermediary between supply and demand, and they encompass a wide variety of services involving specific tasks performed by providers, who are generally classified as “self-employed persons”.

The platform economy includes so-called “location-based platforms”, in which the work is managed online but is performed offline. Regarding the services provided through these location-based platforms, the tasks are performed locally, and frequently through apps that assign those tasks to individuals in a specific geographic area. The most common types of tasks covered by this form of work include a wide range of services, but they generally involve little complexity, such as distribution, courier and home delivery services.

In fact, the delivery of products is probably one of the most socially visible service arrangements provided through apps. Three main platforms operate in the Autonomous City of Buenos Aires (CABA): Glovo, PedidosYa and Rappi. The rapid proliferation of couriers at these enterprises over the last two years has become particularly noticeable and recognizable, given the constant traffic on the roads by workers attired in the uniforms of each company.

Digital delivery platforms offer not only the delivery service to their users but also the courier service. Deliveries, consignments or arrangements are handled through a network of couriers who have access to an application according to the platform in which they are signed up. Consequently, once a product has been ordered by a user or consumer, the activity of these enterprises consists in offering the available orders to couriers and then assigning them the task, after which the couriers provide the service.

There are basically two types of business arrangements: the direct sale arrangement and the general courier service. In the direct sale arrangement, the digital platform intermediates between the offeror and the buyer of a product by including the offeror in the platform’s catalogue of member shops for direct sale through the platform’s mobile app. Under the general courier service, any product from any establishment can be included, for which there does not need to be any agreement between the establishment and the digital platform. While the main activity of the three enterprises that operate in CABA is the direct sale arrangement, Glovo and Rappi also offer the general courier service.

Digital delivery platforms compete for the pre-existing market and demand, consequently going up against traditional business models for this business activity, but they are also introducing significant novelties and have certain competitive advantages with respect to traditional deliveries. The following are highlights of these novelties: i) contribution to the quantity and variety of the supply, given that establishments that were not previously offering the delivery service can now do so without requiring large investments, knowledge or resources; ii) publicity and visibility for the establishments that contract the services, through advertisements on the platform itself, consequently attracting new customers who periodically use the platform; iii) the service’s efficiency in assigning orders to the couriers who can take care of an order quickly; iv) the supply of an unlimited service in which the production margins are only limited by an establishment’s actual capacity and not by the limits associated with its distribution; v) access to information about consumers and their behaviour, which is relevant for any market strategy.

While from an employment perspective there is great flexibility for accessing this type of work, couriers are normally considered to be self-employed workers, and they are registered under the simplified scheme of small contributors called “*monotributo*”. Workers gain access to a minimum threshold of coverage under this system, which in a single payment combines the social insurance component (contributions for retirement and to the health system through health insurance) and the tax component. The benefits obtained through the *monotributo* system are basic in nature, and workers who are classified under this scheme remain outside the umbrella of major components of the social protection scheme that governs for registered wage earners, such as unemployment benefits, sick leave and coverage for occupational accidents.

Couriers are responsible not only for providing the vehicle but also for covering the fuel and insurance expenses, for obeying traffic rules and for obtaining the safety equipment and the necessary authorization for the use thereof. When such equipment is given out by the enterprise in question, the cost is charged to the courier. Moreover, couriers must have and assume the cost of a mobile device with a mobile service plan that is compatible with the application used by each platform.

Platforms use a system whereby consumers who make use of the service can rate the courier. Thus, a better rating on some platforms will, for example, allow a courier to gain access to certain kinds of orders that have higher profit margins or allow a courier to establish their preferred schedule for making deliveries. Conversely, if a courier rejects orders on several occasions or does not connect to the application during the pre-established hours or does not deposit the accumulated money on time, then they could be blocked from the application for a certain period of time. The maximum penalty is the removal of a courier from the digital platform, without giving the courier any right to lodge a complaint or seek compensation.

The provision of services through digital platforms has generated diverse opinions about the relationship that exists between service providers and the platforms themselves. An analysis of the indicators of economic, technical and legal dependence based on observations of the terms of service established by these delivery platforms provides some orientation for determining the nature of the relationship established between these platforms and the service providers.

If we consider economic dependence, the following is observed: i) a courier lacks the means to organize the activity and depends on the platform for making deliveries; ii) all the arrangements pertaining collection and payments are made by the platform, which even anticipates the payments made by consumers before they are transferred to the courier; iii) the rate per order is determined unilaterally by the platform, and it remains fixed and regular, varying only according to the quantity of services and the conditions under which they are provided. However, some aspects stray from economic dependence, such as the fact that the courier is the owner of some of the means of production and elements that are required to provide the service; the courier assumes the risks and liabilities of the activity itself, as well as those related to the platform and third parties; and the courier lacks any commitment of exclusivity to a certain platform.

Regarding the elements that establish legal dependence, it should be highlighted that the courier works only through the access offered by an application. Moreover, the courier joins the platform's organization and adapts to its criteria, therefore performing the activity as instructed by the platform – even wearing apparel and elements with the image and logo of the platform, even though this may not be mandatory. Couriers are also subject to systematized control of the service through the platform and by third parties unrelated to the relationship (such as the end consumer), and a courier could even be disciplined and penalized in the event of a breach of certain standards.

However, there are some features of the activity that would distance it from legal dependence: the service is not provided permanently and continuously; there is no obligation for a courier to follow a schedule or to show up daily to provide services; and a courier is not obligated to be at the disposal of the digital platform.

Despite the fact that there are indicators of autonomy – couriers can organize how they provide the service, they work without being subject to intense orders or instructions and they assume the risks and responsibilities of their activity, as well as the expenses that are required for the task – there are aspects that point away from autonomy, such as having to comply with times and parameters that are the object of courier ratings and the impossibility of negotiating the clauses that govern the legal relationship.

The indicators of dependence therefore offer elements that do not point in merely one direction. Consequently, while as of June 2020 there are no court actions on labour claims related to digital platforms for delivery services in Latin America, the case law of various European countries and other advanced countries is contradictory regarding their position with respect to the labour relationship between platforms and couriers. A more detailed analysis of the labour conditions based on not only the recorded data but also on the systematization of information about workers in the sector could shed more light on the subject.

The analysis presented in this report shows that workers of digital delivery platforms in Argentina are characterized by being a young group, with a notable predominance of males and a strong presence of migrant workers, to a large extent Venezuelan, among whom a considerable percentage has taken studies at university or in higher education. In the vast majority of cases, this work represents their main source of income, in which they are engaged an excessive number of hours to earn a sufficient income. This time dedication in turn accentuates the labour risks they face, added to which are major limitations in terms of the social protection coverage to which they have access.

Regarding the flexibility offered by this type of labour insertion, the analysis shows that a flexible strategy towards the occupation has high costs. Thus, in order to be able to get the best schedules, orders and promotions that allow generating monthly income that is deemed to be sufficient, workers maintain a strenuous pace of work. The information gathered in the analysis indicates that the pace of work and how the job is performed are aspects that are evaluated through a mechanism for assigning scores, which in turn determine the future quantity and profitability of the orders that a courier receives.

With respect to access to social protection, a relatively high percentage of registered workers is guaranteed by the fact that the enterprises that control the platforms require payment of the *monotributo* (single tax under the simplified scheme of small contributors), which also leads to a minimum threshold of coverage. While the benefits are basic in nature, and some are even absent (including sick leave), the main topic of concern in this area is related to a lack of coverage for occupational accidents. In fact, 2 out of every 10 workers surveyed had sustained an accident while performing their job, and 22 per cent had been the victim of robbery or theft while making deliveries.

In any event, the economic urgency faced by these workers means that their main claims have focused on the need to increase the basic rate for delivery runs. The capacity of platform couriers in Argentina to mobilize and lodge complaints – determined by their interactions in the public space and their extent on social networks – tends to be notable with respect to other platform workers. The organizational drive of these workers constitutes an important step in terms of the possibility of

establishing social dialogue bodies that allow discussing and laying the foundations for the necessary agreements to improve the working conditions of the sector.

The findings of this report suggest the need to introduce improvements targeted at these workers. Keeping these considerations in mind, 11 public policy recommendations are set forth below, with a view to guaranteeing decent work in the delivery service sector through digital platforms.

1. Be **clear and transparent** regarding forms of payment, fees and accepted terms and conditions.
2. Guarantee the **right to appeal** due to a lack of payment, negative evaluations and suspensions of accounts.
3. Establish rapid, substantive and amicable **communication** between workers, digital platform operators and customers.
4. Give workers an **appropriate status**, therefore classifying them accordingly by law.
5. Guarantee a **minimum level of protection** for workers, regardless of their labour status.
6. Adapt **social protection mechanisms** to ensure coverage due to any labour contingency.
7. Include **training** on online skills and data governance in training programmes for employment.
8. Recognize the **rights of unionization, freedom of association and collective bargaining**.
9. Build **official statistics** and analyse the working conditions in the sector.
10. **Raise the awareness** of citizens regarding their responsibility as consumers.
11. Finally, guarantee that action policies in the sector are the result of **social dialogue**.

Abbreviations

AFIP	Federal Public Revenue Administration
AMBA	Metropolitan Area of Buenos Aires
AMT	Amazon Mechanical Turk
APP	Platform Workers Association
ART	Occupational Risk Insurer
ASIMM	Union Association of Messenger Motorcyclists and Services
CABA	Autonomous City of Buenos Aires
CCT	Collective Bargaining Agreement
CTyT	Traffic and Transport Code
FLACSO	Latin American Faculty of Social Sciences
GCBA	Government of the Autonomous City of Buenos Aires
LAS	Union Associations Act
LCT	Employment Contract Act
ILO	International Labour Organization
RUTRAMUR	Single Transport Register of Urban Courier and/or Home Food Delivery Services
RUTRAMYC	Single Register of Transport by Motorcycle and Two-wheeled cycles
PLC	Public Limited Company
S.A.S.	Simplified Joint Stock Company
SIPA	Argentinian Integrated Social Insurance System
SMVM	Vital and Mobile Minimum Wage
SRT	Occupational Risk Supervisory Authority
UART	Union of Occupational Risk Insurers
UEFTI	Special Supervision Unit of Irregular Work

1. Introduction

1.1 Digital platforms: definition and type

One of the greatest transformations in the world of work in recent years is related to the emergence of digital platforms. These platforms serve as an intermediary between supply and demand, and they encompass a wide variety of services involving specific tasks performed by providers, who are generally classified as “self-employed persons”. Thus, platforms offer a technical infrastructure so that the requesters of a service obtain that service based on the distribution of tasks among a large number of potential workers in different geographic areas. This infrastructure likewise allows obtaining and evaluating the results of the completed tasks and paying the workers for the services provided. Moreover, these platforms also offer the services and an infrastructure to workers so that the workers have a centralized way to locate the tasks of several requesters, in addition to a method for delivering the work product and the technical and financial infrastructure to charge for the completed task (Berg *et al.*, 2018).

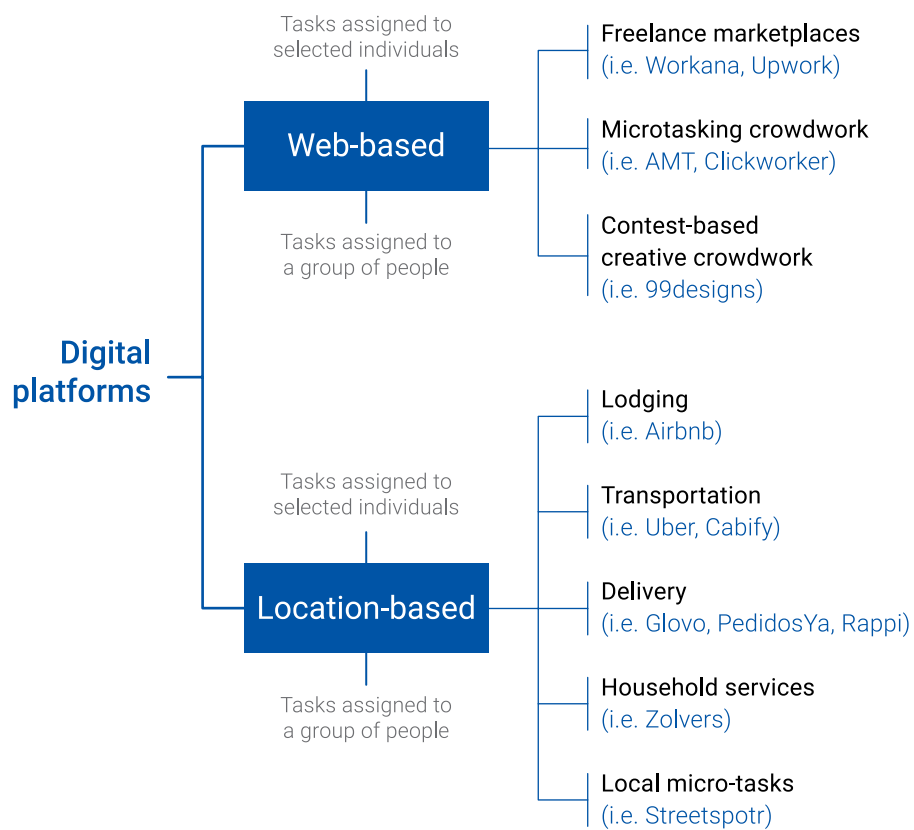
Work that is organized through digital platforms is characterized differently according to the dimension that is considered: it could be remunerated or not; it could be the only source of income for the provider or merely be supplementary; it could be performed online or offline (even though it might be managed online); it could be done from the worker’s home, at the customer’s facilities or in a public space; it could be targeted at the public in general or at a corporate customer; and workers could be considered to be an employee or to be self-employed or could have another status (Huws *et al.*, 2016).

While there are various ways of classifying the labour activities that are developed within this environment, probably one of the most widespread ways is to look at the type of service provided, meaning whether a service is virtual or location-based (De Stefano, 2016; De Groen *et al.*, 2016; Berg *et al.*, 2018). Thus, remunerated work that is organized through an online platform can be divided into two broad categories: first, work that is managed online and is also performed online, therefore allowing jobs to be delivered to customers located anywhere in the world (meaning, web-based platforms); and second, work that is managed online but is performed offline, which is consequently limited to local markets (location-based platforms) (Figure 1).

Services through web-based platforms are those that can be performed without involving physical presence by either the worker or the customer, thus they can be supplied and demanded from any part of the world. Through web-based platforms, organizations, enterprises and individuals are able to contact a multitude of workers who are geographically dispersed in order to contract a wide variety of tasks, which a worker generally does from their home. This type of arrangement is known as crowdwork. Such activities can require relatively high levels of qualification (for example, translation, web page creation and designs, programming services, etc.) or basic skills (such as audio transcriptions, the classification of images, the online moderation and monitoring of forums, among many other things). Three types of web-based digital platforms can thus be distinguished: i) highly qualified online work, not based on competitive bids (work provided for platforms such as Upwork or Workana); ii) online work requiring low qualifications (offered on platforms such as Amazon Mechanical Turk [AMT], Clickworker or CrowdFlower); and iii) highly qualified online work based on competitive bids (normally creative jobs on platforms such as 99designs) (Figure 1).

Regarding the services provided through location-based platforms, the tasks are performed locally, and frequently through apps that assign the tasks to individuals in a specific geographic area. The most common types of tasks covered by this form of work include a wide range of services, but they generally involve little complexity, such as transport, cleaning and home repairs, as well as distribution, courier and delivery services (Berg *et al.*, 2018) (Figure 1).

Figure 1.
Categorization of digital labour platforms



Source: Adaptation of Berg *et al.* (2018).

1.2 Work on digital platforms¹

Digital platforms constitute a support for business organizations, given their enormous potential to reduce transaction costs. Their emergence in recent years has led to changes in the value chains and the management models of organizations and, therefore, in the organization of labour, generally by contracting workers to perform specific tasks for a certain period of time.

From the perspective of the advantages of this form of labour market insertion, the following are usually underscored: low barriers to entry in an activity, flexibility in terms of schedules, freedom to decide on when to take jobs and, depending on the occupation in question, the potential benefits involved with working from one's own home (Berg *et al.*, 2018; Barzilay and Ben-David, 2017; Chen *et al.*, 2017).

Nevertheless, concerns abound regarding the potential precariousness of work within the framework of the platform economy. While certain typical practices of these platforms do not represent new phenomena (Cherry, 2016), such as labour intermediation, subcontracting, decomposition of the work process into various short-range tasks and payment per task as opposed to time, there are a series of transformations and challenges related to the labour experience and working conditions that are created by the introduction of such technology.

On the one hand, it has been observed that technology facilitates a more intense use of these types of organization and/or allows them to be extended to other areas. On the other, one characteristic shared by these platforms is the so-called “algorithmic management” of the workforce, meaning that jobs are assigned and evaluated through algorithms. Five essential characteristics of this type of management can be defined: i) the continuous monitoring of the behaviour of workers; ii) the constant evaluation of workers through assessments by customers; iii) decisions are apparently made and implemented without human intervention; iv) worker interaction through the application, thereby hindering the possibility of workers being able to communicate with each other and to personally appeal certain decisions; and v) a certain lack of transparency about how the algorithm works, due to both competitive commercial practices and the very adaptability of the algorithm (Berg *et al.*, 2018; Möhlmann and Zalmanson, 2017). This type of management poses challenges that are particular to the workers, given that the labour conditions imposed for performing the tasks tend to change quickly, thereby seeking to optimize how the workforce is used and maximize earnings based on the information collected by the platforms.

Scoring systems – also known as the rating, reputation or excellence – merit special mention, given that they are a central mechanism used to exercise control over this workforce. These systems tend to be unilaterally targeted at the performance of workers, such that they generally exclude the possibility that the workers can rate or evaluate the customers or consumers of the service. A worker's rating, which is usually based on algorithms that combine the evaluations of customers and the data collected from monitoring by the platform itself, involves considerable work-related consequences. Generally, an insufficient score can have a negative impact on the possibility of gaining access to more attractive or profitable job offers (reserved for workers who are the best positioned in this scoring system), and it can even lead to the temporary or definitive deactivation of a worker (De Stefano, 2016). Moreover, the fact that not accepting work often causes a decrease in the rating of workers who provide services through platforms (with the risks that such a decrease implies) brings into question

1. This section is an expanded version of the information contained in the first part of the studies by Pereyra (2019) and by López Mourelo and Pereyra (2020).

the true flexibility that is typically promoted as being associated with this type of employment, while likewise challenging the supposed independence of such a labour relationship.

Indeed, the rapid expansion of these platforms and their tendency to incorporate own-account workers – frequently under euphemisms such as “collaborators”, “associates”, etc. – has generated controversy about the true nature of these labour relationships. The supposed independent nature of the labour relationship has been the object of intense debate due to aspects that will be explored in greater detail in this report. In any event, the way in which labour relations are assumed in the platform economy clearly shows the pre-existing problems that are usually observed around various forms of labour precariousness, which can range from complete informality to several forms of “non-standard forms of employment”.² Unquestionably, one of the most recurring concerns in this regard is related to the difficulties faced by such labour insertion in terms of access to social protection, the most comprehensive coverage of which is traditionally linked to registered, full-time and stable wage-earning employment (ILO, 2016; Berg *et al.*, 2018; Rogers, 2017; Cherry, 2016).

Along this same line, the labour activities performed through platforms are usually considered to be independent in nature, which affects access to basic rights such as the right to unionization and collective bargaining (Garben, 2017). And matters such as the scarce frequency of contact between workers or the threat implied by the sophistication of the monitoring and penalty mechanisms can contribute to discouraging any potential organization by these workers. In any event, the ability of this workforce to unionize depends on each activity and the particular context. There have been a number of mobilization experiences throughout the world, as well as some occasional situations of dialogue tables and basic agreements between unions and platforms, normally at a municipal level and for specific platforms (Johnston and Land-Kazlauskas, 2018). But in any event, for the aforementioned reasons, the experience up to now has been basically weak overall. Specifically in Argentina’s case, the workers of delivery platforms have advanced in becoming organized, as it will be described later in this report.

1.3 Digital platforms in Argentina³

In Argentina, platform work is a relatively recent phenomenon. At the beginning of 2016, five platforms of national origin were operating in the country. These platforms were MercadoLibre, targeted at commerce in new and used products; Zolvers, engaged in contracting domestic employees, caregivers and other household services; IguanaFix, which currently offers repair services to companies; and Workana and Nubelo, both of which are remote work or crowdwork platforms.

The change in government that took place that same year created a favourable environment for entry by foreign platforms, especially after the deregulation of capital movements to and from

2. Non-standard employment is a generic term that refers to various employment arrangements that differ from the classic notion of wage-earning employment, which is defined as permanent, full-time work and part of a subordinate and bilateral (or direct) labour relationship between an employer and an employee. Following the classification proposed by the ILO’s Meeting of Experts on Non-Standard Forms of Employment, such forms include temporary employment, part-time employment, a multiparty employment relationship and disguised employment or ambiguous employment relationships (ILO, 2015).

3. This study includes quantitative and qualitative data based on a sample of workers of CABA. However, the labour phenomenon under analysis has been verified in almost all major cities in Argentina. With the exception of Collective Bargaining Agreement No. 722/2015, the general legal framework is the same, and the considerations and conclusions derived from this document are applicable to Argentina as a whole.

abroad. Within this new context, a series of platforms that are global benchmarks in the sector entered the country, such as Airbnb, Uber, Cabify, Glovo and Freelancer, among others. At the same time, Argentinian platforms began setting up operations abroad. The clearest example is MercadoLibre, which stands out among the five most important technology enterprises in Latin America (Madariaga *et al.*, 2019).

Even though almost all the digital platforms that operate in Argentina are registered with the Federal Public Revenue Administration (AFIP) as suppliers of information technology services, they operate in sectors as diverse as the following (Table 1): a) activities related to design, translation, web page creation, programming services, etc. (Upwork, Freelancer, Workana); b) janitorial, repair, cleaning and personal care services (Iguana Fix, Home Solution, Mi Gran Taller, Zolvers, DogHero and GuauSurfing); c) lodging (Airbnb and HomeAway); d) passenger transport (Uber, Cabify); e) delivery services (Rappi, Glovo, PedidosYa, Uber Eats, Ando and Rapiboy); and⁴ f) retail trade (MercadoLibre, OLX and LetGo). These are the 22 main platforms, which can also be classified according to the level of qualification they require. Thus, while the freelance digital labour platforms that operate in Argentina require a medium-high level of qualification, platforms for lodging, passenger transport and delivery services contract workers for low-qualification tasks. Finally, janitorial, repair and domestic work services performed through digital platforms in Argentina include not only low-qualification tasks but also some medium-qualification tasks (Table 1).

4. This study is focused exclusively on the three delivery platforms that operate in CABA, namely Rappi, Glovo and PedidosYa. It should be pointed out that, at the end of 2019, after designing this study and conducting the field work, the Uber Eats platform also began operating in CABA. Furthermore, on 16 September 2020 Glovo announced the sale of its operations in Latin America to Delivery Hero (the owner of PedidosYa) and therefore the cessation of its operations in Argentina as of 1 October 2020.

Table 1.
Categorization of digital platforms that operate in Argentina

BASE	ACTIVITY	PLATFORM	REQUIRED QUALIFICATION
Web-based	Freelance work	Upwork Freelancer Workana	Medium-high qualification
Location-based	Janitorial, repair and home services; domestic work	IguanaFix Home Solution Mi Gran Taller Zolvers DogHero GuauSurfing	Medium-low qualification
	Lodging	Airbnb HomeAway	Low qualification
	Passenger transport	Uber Cabify	
	Delivery services	Rappi Glovo PedidosYa Uber Eats Ando Rapiboy	
Purchase and sale	Retail trade	MercadoLibre OLX LetGo	N/A

Source: Adaptation of Madariaga *et al.* (2019).

1.4 Objective of the report and structure

The delivery service is probably one of the most socially visible service arrangements provided through apps. The rapid proliferation of couriers at enterprises such as Glovo, Rappi and PedidosYa has made them particularly recognizable, given the constant traffic on the roads by workers attired in the attention-getting uniforms and colours of each company.

Additionally, the fact that tasks are developed in the public space and that they often involve wait times in common locations near certain restaurant areas has facilitated considerable interaction

among these workers. This interaction also extends to social networks, given that this labour group has fluid access to virtual communications. Exchanges among workers have allowed them to lodge complaints and organize protests against enterprises. Such situations have been the object of numerous news articles and have led to an increase in the level of knowledge about these workers and their problems.

However, academic analyses related to the platform economy are in the incipient stage. Specifically regarding the sector of delivery platforms, there is an absence of approaches based on the systematic collection and analysis of data. The objective of this work is to contribute to generating knowledge about this occupational sector in the country. Through an approach based on a legal and regulatory analysis of the sector, as well as a study of quantitative and qualitative data on the current situation, this report seeks to provide information about the labour characteristics and conditions related to insertion in the world of delivery platforms in Argentina.

This chapter serves as a brief introduction to platform work in Argentina, it defines and presents the types of platforms and it also details the characteristics of this work and its current presence in Argentina. Chapter 2 describes the characteristics of the delivery platforms that operate in the Autonomous City of Buenos Aires (CABA), including a description of the business and labour management model of these enterprises, as well as an analysis of the terms and conditions accepted by the workers. Chapter 3 presents a legal analysis of the labour relations that are established in this activity specifically in Argentina. Chapter 4 covers the socio-demographic characteristics of delivery platform workers and their work history before insertion in the activity. Chapter 5 analyses entry into and the form of work on platforms, while paying special attention to issues such as ratings and penalties. Chapter 6 revolves around a set of key dimensions that define the working conditions of these platforms: workday, work hours, income, occupational risks, social protection and the organization of workers. Finally, Chapter 7 presents a series of final considerations and offers a set of policy recommendations.

2. Digital delivery platforms in Argentina

2.1 Delivery platforms present in the city of Buenos Aires

There are three delivery platforms that operate in CABA, the geographic area where this study is focused: Glovo, PedidosYa and Rappi.

Glovo is a platform that was founded in the city of Barcelona in 2015. It arrived in Argentina in September 2017 and established itself under the corporate form of a simplified joint stock company called Kadabra S.A.S. Glovo was founded with share capital amounting to 17,720 Argentine pesos (ARS), and it began its business activity at the beginning of 2018. Even though it is formed as a local corporation without a connection to the parent company, it is presented as an Argentinian subsidiary of the parent company based in Spain, not only in the contracts that it enters into with companies that use its services but also in the “terms and conditions” that it maintains with users and couriers. In the AFIP, it is registered under the activity, “Information technology services N.C.P. (Not Previously Classified); Programming and information technology consulting services and related activities”. In November 2018, Glovo had 82 workers registered as wage earners and 2,348 couriers considered as self-employed workers.

PedidosYa was created in Uruguay in 2010. At the beginning, its business activity was limited to Montevideo, where the company maintains its operational headquarters. Approximately one year later PedidosYa expanded its business to Argentina, subsequently going into Chile, Brazil, Peru, Venezuela, Panama, Colombia, Paraguay and Ecuador. PedidosYa was founded in June 2011 as a public limited company in Argentina (PedidosYa S.A.), with share capital that increased in phases until reaching the sum of ARS244 million in April 2018.⁵ This platform contracts persons who carry out the delivery service through another company called RepartosYa S.A., founded in July 2017. RepartosYa S.A. is integrated in the parent company, given that its shareholders are PedidosYa S.A. and Aravo S.A., both based in Uruguay and registered as foreign corporations in the public register of commerce of the city of Buenos Aires. In November 2018, PedidosYa had 109 workers of its own and 2,810 workers registered as employees of RepartosYa S.A.

Rappi is a platform that was created in Colombia, and it established itself in Argentina as a simplified joint stock company (Rappi Arg S.A.S.) at the end of October 2017. Just like Glovo, Rappi was founded with share capital amounting to ARS17,720, and it began business activity at the beginning of 2018. This local subsidiary is the company that is presented in the contracts that are signed with the enterprises that use its services and in the terms and conditions that are maintained with application users and couriers. The existence of the parent company is merely mentioned, without identifying it. In line with the other two platforms, Rappi is registered under the activity, “Information technology services N.C.P.; Programming and information technology consulting services and related activities”. In November 2018, Rappi had 172 registered wage earners and 1,964 couriers classified as self-employed workers.

5. It subsequently reduced its share capital significantly to the minimum required to found any public limited company (Mugnolo *et al.*, 2020).

2.2 The business model: direct sales and courier service

Delivery platforms offer not only the delivery service to their users but also the courier service. Deliveries, consignments or arrangements are handled through a network of couriers who have access to an application according to the platform in which they are signed up. Consequently, once a product has been ordered by a user or consumer, the activity of these enterprises consists in offering the available orders to couriers and then assigning them the task, after which the couriers provide the service.

There are basically two types of business arrangements: the direct sale arrangement and the general courier service. In the direct sale arrangement, the digital platform intermediates between the offeror and the buyer of a product, consequently including the offeror for direct sale through the platform's web page or mobile app. Under this direct sales model, the user obtains the product they want through an online order from a catalogue composed of member shops of the system. The general courier service allows the same search and delivery service for consumers, but any product from any establishment can be included,⁶ for which there does not need to be any agreement between the establishment and the online platform.

The main business activity of the three enterprises operating in the city of Buenos Aires is the direct sales arrangement, meaning the delivery of products coming from member shops. These products are available in the catalogues of the digital platform, they are organized according to the offered categories or headings and they are placed at the disposal of users, who can then receive a product at any location they wish. In the case of PedidosYa, initially this service was basically focused on the delivery of meals from associated restaurants. However, since 2019 this platform also offers delivery services for food products in general (qualified in the application as coming from "markets"), in addition to beverages, pharmaceutical products and articles from pet shops. Moreover, PedidosYa also has the so-called "Envíos" service, thereby offering the pick-up and delivery of parcels.

Glovo and Rappi also offer the general courier service for the delivery of products that are not offered in the platforms' own catalogue. In this case, the courier must go to the business indicated by the consumer to pick up the product that has been ordered by the consumer, pay for the product and then deliver it to the consumer.

In the case of direct product sales through the platform, a commercial contract is established between the enterprise that supplies the products and the digital platform specifically used for this purpose. That contract mentions that no labour, corporate, agency or similar relationship is created between the parties, wherefore they agree to present themselves at all times as independent operators and endeavour to avoid confusion among users regarding the services that are presented.

Normally, this legal relationship establishes a certain degree of permanence, for which a period of validity is set, thereby guaranteeing continuity but including the possibility of rescinding the contract subject to prior notice. In the analysed cases, the contracts are in force for 24 months, and they establish 30 days' prior notice for either of the parties to notify their decision to rescind (Mugnolo *et al.*, 2020). These contracts do not include a commitment to provide a minimum or maximum quantity of orders, such that the business model allows sending as many orders as there might be ready for delivery.

6. While PedidosYa did incorporate the courier service, this search and subsequent product delivery service is only offered by Rappi and Glovo through their so-called "rappifavores" or "lo que sea" services, respectively.

With respect to how payments are handled, the price of the product is received first by the digital platform, either electronically or in cash through the courier's intermediation, and then it is transferred to the enterprise that supplies the product, after discounting the fee. Digital platforms generally establish differentiated fees according to the type of associated shop and the volume of the operation. For example, it has been observed that large restaurant enterprises obtain better fees than small shops. Moreover, the fee system contemplates a higher rate for establishments that contract the same service from other platforms in the sector, which operates as a kind of incentive to generate a certain degree of permanence (Mugnolo *et al.*, 2020).

2.3 Application-based deliveries: novelties with respect to the traditional activity

Enterprises that offer the delivery service through digital platforms compete for the pre-existing market and demand, consequently going up against traditional business models for this activity, but they also introduce significant novelties and have certain competitive advantages with respect to traditional deliveries.

First of all, delivery platforms contribute significantly to the quantity and variety of the offer. Thanks to the appearance of digital platforms, establishments that were not previously offering the delivery service can now expand their business and find new sales opportunities using this means. Moreover, they can do it without having to make a capital investment, hire personnel or have experience in IT solutions, even without having to develop an online presence, because it is all handled by outsourcing the entire segment through any of the applications. Thus, small enterprises that did not previously include this activity can now offer the same service as large establishments.

Second, even though the sales and delivery system offered by these applications can be described as a way to outsource the delivery service that used to exist prior to the arrival of digital platforms, these applications also provide advertising and visibility for the shops that eventually outsource the activity (through advertisements on the platform itself), consequently attracting new customers who periodically use the platform.

In fact, these platforms have a major presence in telecommunications, with advertising on the Internet, on social networks, in email messages and in other applications. They furthermore count on the fact that consumers will be reached and the virtual barrier will be broken by the presence of the visual identity of these platforms on the boxes and backpacks carried by the hundreds of bicycle and motorcycle riders in the landscape of every city. These circumstances increase the possibilities that are offered to the enterprises that supply their products, given that such enterprises can expand their market in segments where this was not previously normal or possible.

Moreover, considering that these applications give orders to the courier who is available and in the best condition to make the delivery the fastest, this service is more efficient and nearly unlimited, consequently exceeding any competitive expectation through a certain number of workers and a stable fleet of vehicles. The production margins will therefore only be limited by an establishment's actual capacity and will not be subject to the magnitude of the logistics operation that it would need for distribution on its own.

Finally, these platforms also allow access to relevant information about consumers and their behaviour, given that users provide a large mass of relevant data for any marketing strategy. The

accumulation of information is moreover the object of analysis and exchange, the sale of which alone represents a business opportunity (Rodríguez Fernández, 2018a).⁷

2.4 Forms of employment on delivery platforms

From the employment perspective, the delivery platforms that operate in CABA use two different contracting arrangements. On the one hand, couriers of Glovo and Rappi work under the self-employment arrangement. On the other, PedidosYa began exclusively using the dependent employment contract. To do so, PedidosYa subcontracts the courier enterprise, RepartosYa S.A., which in turn hires workers who provide the courier service as wage earners on the payroll of RepartosYa, S.A. However, as from the beginning of 2019, PedidosYa began hiring personnel under the self-employment arrangement and thus began performing the activity under the two forms of employment.⁸

This fact suggests that the emergence of several platforms and the competition to achieve greater market share could have forced business decisions about the contracting arrangement adopted by each platform. Indeed, the decision by some of them to obtain the same service through persons considered to be self-employed could have affected the hiring policies of the other platforms, given that the latter would have to assume the greater costs of subordinate and formally registered personnel. In this case, and with the objective of reducing costs, there could be a certain trend towards delabourization of the personnel at enterprises that, up to then, had been handling the task through direct and dependent contracting.

According to the analysis that was conducted, platforms usually use the self-employment arrangement to define the relationship with the workers who provide their services on those platforms. This means that couriers are covered by the system of labour and social insurance rights that self-employed workers have. In Argentina, self-employed persons can choose between two schemes, which mainly depend on their income: the general scheme and the simplified scheme (*monotributista*). These specific regulations for self-employment are very unequal in terms of social security benefits and coverage in comparison with workers in a dependent relationship. While such options are relevant for including these workers in the health and social security systems (meaning the retirement and pension systems), the level of benefits they offer is very low. In turn, workers who do not make contributions to the social insurance schemes for self-employed persons are excluded from the protection of the social security system, just like all other informal workers.

From the employment perspective, there is notable flexibility regarding access to work for someone who would like to work as a courier. This is even more so in cases in which platforms contract couriers as self-employed workers, thereby simplifying the contracting and ensuring lower costs. Platforms thus do away with – or transfer to the person who provides the service – the greater costs pertaining to the payment of employer and employee contributions and personnel administration

7. This point – the privacy of the personal data of users and couriers – is reason for concern. A discussion of the subject exceeds the framework of this study, but it cannot be overlooked. However, the majority of surveyed workers (96.3 per cent) affirm having knowledge of the fact that, by registering in the application, they are giving their consent to the collection of their personal or work-related data.

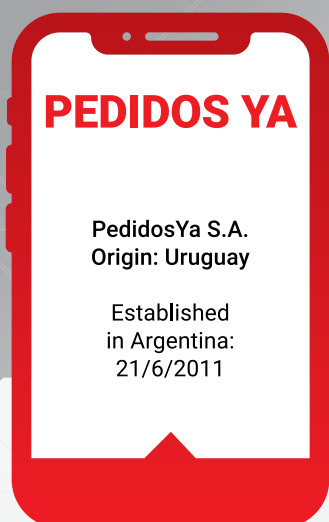
8. In the survey conducted of workers in July 2019 (see Chapter 4), only 6 out of the 86 who were surveyed and who indicated PedidosYa as the platform for which they worked more hours identified themselves as wage earners (i.e. 7 per cent). The remainder assured that they were *monotributistas* (small contributors under the simplified tax scheme).

and management expenses, including those related to a more rigid evaluation and selection of candidates. While this might be beneficial for someone who gains quick access to an occupation, the lower protection with respect to the party offering the job and the lack of coverage against some contingencies generate certain costs that must also be considered.⁹ Furthermore, if the number of required deliveries does not increase in proportion to the growing quantity of persons willing to provide the delivery service, the consequence could be an adjustment in the number of requests received per person or in the rate received per delivery, thereby affecting income in any event.

9. These would include, for example, the social cost of having to handle cases of occupational accidents through the public health system.

Infographic 1.
The business model and labour management of delivery platforms

Business Model



Intermediation between the product supplier and the buyer through direct sales on the app and/or the pick-up and delivery of products.

Deliveries are made by workers who are signed up to each app.



THE OFFERED SERVICE

PedidosYa offers food and beverages, pharmaceutical products and pet food from associated establishments.

Glovo and Rappi offer any kind of product from any establishment.

A commercial contract in which both entities are independent, in force for 24 months.

No minimum or maximum for deliveries **is required**.



THE LINK WITH SUPPLIER COMPANIES

The app sells the products and transfers the price to the associated shop, deducting a

The app sells the products and transfers the price to the associated shop,

Couriers are classified as self-employed (Glovo, Rappi and PedidosYa) or as **wage earners** (PedidosYa).

There is an incentive system that affects the courier's behaviour.



THE RELATIONSHIP WITH WORKERS

Self-employed workers agree to the terms and conditions established by the app, but they have no exclusivity with the app.

The app establishes the rate to be paid to the workers (by time slot, distance, weather conditions, etc.).

2.5 The characteristics of contracting and labour management

Aspiring couriers first gain access to the job through the Internet page of an enterprise, after which couriers are called to an informative meeting. Glovo and PedidosYa require that couriers be of full legal age, but Rappi accepts couriers of between 16 and 18 years of age if they do deliveries on foot or by bicycle. Those who deliver by motorcycle must be over 18 years of age. Glovo and PedidosYa also allow couriers to make deliveries by car, and PedidosYa does not allow deliveries on foot.

The vehicle is provided by the courier, who is also responsible for maintenance, for the necessary expenses such as fuel or insurance, for obeying traffic rules, for safety equipment and for obtaining the necessary authorization for use. They are also responsible for obtaining and using helmets or reflective vests and all other necessary equipment. When such equipment is delivered by the enterprise in question, the cost is charged to the courier.¹⁰ Moreover, couriers must have a mobile phone that is compatible with the application used by each enterprise, in addition to a mobile telephone plan for sending and receiving information pertaining to the geolocation and data of each service. The courier assumes the costs related to this equipment.

In all cases, the platforms expressly prohibit all commercial use of the brands, distinctive signs and other elements of intellectual property of the platform operator, unless they are especially provided for carrying out the task.

When couriers are contracted as self-employed workers, they are required to be registered as workers under the simplified scheme of small contributors called “monotributo”. Moreover, in these cases the relationship between the platform and the courier is established through simple acceptance of the “terms and conditions” stated by the platform.

In all cases, there are platform liability waiver clauses, in addition to the commitment to hold the platform harmless from all events that could lead to damages between the parties or with respect to third parties. The digital platforms also avoid any commitment to make a certain number of requests from a courier or to give any assurance of regularly offering the service.

The terms and conditions also establish forms of dispute resolution and likewise indicate the jurisdiction of the courts that will intervene in any dispute that could arise between the parties. In this regard, Rappi establishes that the terms and conditions will be governed by and be interpreted in accordance with Argentinian legislation and that any dispute must be resolved before the courts of CABA. In turn, Glovo sets forth that disputes will be resolved through arbitration, in accordance with the Arbitration Regulations of the Commercial Mediation and Arbitration Centre of the Argentine Chamber of Commerce. However, in a subsequent clause, it establishes that the applicable law is both civil law and domestic commercial law and that “for all effects of the terms and conditions, the parties submit to the jurisdiction and competency of the Ordinary Courts of Justice of the city of Buenos Aires”. Despite what is recorded in the terms and conditions, whenever the recognition of labour rights is demanded, the body that

10. In some cases, the requirements are more detailed. For example, Glovo includes an annex in its terms and conditions, called “Standards of excellence”, which refer to road safety issues. This annex specifies how safety equipment must be used and demands compliance with laws. In the area of CABA, it also refers to registration in the Single Register of Transport by Motorcycle and Two-wheeled cycles, in accordance with Local Act No. 5526, in addition to the requirements to ensure safety and hygiene for the transport of food, to have a health booklet and to hold a food handler certificate.

holds jurisdiction is the labour entity. Moreover, in these cases, the territorial jurisdiction is predetermined, meaning that the parties cannot mutually agree on the labour court that they will resort to in the event of a dispute.¹¹

The control and supervision system used by platforms gives the consumer or the product supplier company (meaning a restaurant or other business) the ability to rate the person who performs the task. The purpose is two-fold: to satisfy those who use the platform and to establish a courier's reputation. A score is acquired after completing successful deliveries, and it also allows obtaining some benefits, such as clothing and work equipment or gaining access to certain kinds of orders with higher profit margins. An incentive system is thereby created, which allows moulding the behaviour of the people who perform the task, while offering more or fewer possibilities to obtain different kinds of orders. A better rating on some platforms (PedidosYa and Glovo) allows a courier to establish a preferred schedule for providing the service or allows a certain priority when choosing a schedule. Rappi does not follow this mechanism for determining work hours, but it does include a system of rewards through clothing and equipment according to the number of orders successfully completed.

The geolocation systems of the mobile devices used by couriers and online updating of the status of deliveries allow a platform to exercise a certain amount of control. In fact, the platform and consumers can find out the exact location of a courier and learn the status of the ordered job. Thus, there is continuous monitoring by the digital platform based on the information provided by the couriers, supplemented by the data obtained by the system itself. Platforms can also exercise disciplinary power, not just through the aforementioned scoring, but also by suspending a user for a certain period of time. Such penalties usually occur, for example, when couriers reject orders on several occasions, when they do not connect to the application during the pre-established schedules or when they exceed the maximum amount of cash that the platform allows having. The maximum penalty is the deactivation of a courier by the digital platform, a right that, according to what is set forth in the "terms and conditions", enterprises reserve to use at their discretion.¹²

Platforms that argue that couriers are autonomous have greater freedom to establish rates, which they can and do modify unilaterally. If couriers do not agree with the amount offered for a service, they can reject the offer. Rates are generally (although not necessarily) linked to demand, to the distance of the delivery run and to the number of available couriers.

Couriers must prepare the invoices for users who place the different order requests. Glovo requires that invoices be sent to the platform and be issued to the consumer when payment is received directly by the courier or that they be issued to Glovo when the amount is received directly by the application through the operating system. Conversely, Rappi requires that couriers issue invoices to users in all cases, and it does not oversee the issue of receipts. In cases in which a courier must make payments to a shop, they can do so using a credit card especially authorised by Rappi for this

11. Internationally, in recent years the enterprises that manage platforms have included clauses with pre-dispute arbitration agreements in their adhesive consumer and employment contracts (Gross, 2017). In general, these clauses make arbitration mandatory in any dispute that might arise or that could be related to the terms and conditions. In the United States, for example, the jurisdiction of the courts has been raised within the context of these arbitration clauses and agreements (Lowenthal, 2018). In this case, workers could find themselves obligated to resort to unfair and costly dispute resolution mechanisms as a result of a lack of bargaining power (Gross, 2017).

12. In Glovo's case, the person who provides the service must activate their account at least once every 18 consecutive days to keep their user active and not be deactivated.

purpose. If a shop only accepts payments in cash, then the order is only offered to couriers who have money in their favour resulting from other orders that were paid in cash.

In all these cases, whenever the delivered product is paid for in cash, the courier has to get the money to the platform by depositing it at a branch of a company that specializes in collection services (Rapipago or Pago Fácil). The courier's account will have a positive or negative balance, depending on the payments they should receive from the platform and the cash money they must deposit in the platform's favour.

All the applications maintain that the relationship with the person who provides the service is not exclusive. However, some platforms require that couriers commit to a certain schedule (which is the case of Glovo, although couriers are free to cancel the selected schedule), and they can block couriers if orders are repeatedly rejected. The failure to follow the schedule and the failure to accept orders could involve a loss of points or a bad rating, which could translate into a problem with connecting to several platforms at the same time. In the case of PedidosYa, the dependent labour relationship and the fact that a fixed schedule is established does not allow for the same tasks to be performed at the same time on several platforms.

At PedidosYa and Rappi, the account of every courier is personal and non-transferable. Moreover, any sale, authorization of third parties to use the account, assignment or transfer to any person is prohibited. Yet Glovo does provide for the possibility of subcontracting, albeit subject to prior approval from the platform. In this case, the platform must be informed of the identity of the person who will provide the service, to whom the same terms and conditions established in the original contract will apply. The contractor therefore assures compliance with the order transport service for which they are subcontracted and is fully liable to Glovo for the obligations assumed in the main contract.

3. Legal analysis of labour relations on delivery platforms in Argentina¹³

3.1. Indicators of the existence of a labour relationship

The provision of services through digital platforms has generated diverse opinions about the relationship that exists between service providers and the platforms themselves. Specifically, there is a debate about whether or not labour law is capable of regulating the labour relationship according to the links that are established or if, conversely, the relationships are non-dependent and are therefore not covered by this branch of law.

Considering that the job is performed locally in a sector in which employment relationships have traditionally existed and considering that platforms exercise control over the service providers, similar to that which is applied by a classic enterprise over its employees (intensified by the use of technologies), it could be interpreted that these characteristics reproduce many of the typical traits of dependent work.

However, delivery platforms present themselves as IT enterprises that procure an encounter between customers and service providers. Consequently, they are devised as simple intermediaries that do not operate in a specific sector, such as delivery services, and they are integrated within the very broad area of technology enterprises. This business model has resulted in a considerable number of court judgements of varying natures, especially in Europe and the United States. While the existence of dependent labour relationships has been determined in many of those judgements, in others the result is the opposite.

Within this context, the indicators of the existence of a labour relationship allow a kind of approximation analysis of the reality of the labour relationship. This will allow determining if there is a true labour contract (in the event that sufficient signs of labour dependence are verified), or conversely, if the relationship with the person who provides the service is excluded from the application of labour law due to a lack of such indicators of a labour relationship.

This section analyses the indicators of economic, technical and legal dependence based on observations of the terms of service applied by these delivery platforms. The systematization of indicators can be used as a guideline for determining the nature of the labour relationship established between platforms and service providers. Nevertheless, any such evaluation in this regard is ultimately up to the court.

A. Indicators of economic dependence

Economic dependence occurs because the worker is unable to procure their income in any way other than through the labour relationship with the platform. The greatest expression thereof includes not only the unilateral establishment of the rates paid to couriers but also the possibility of unilaterally modifying those rates without the courier's agreement, in addition to the management of collections and payments and the determination of the form of an arrangement according to which payment is formalized and carried out.

13. This chapter includes a summary of the study conducted in the document by Mugnolo *et al.* (2020).

Being under the employ of another (as one of the characteristic traits of the employment contract) is anchored in the economic or material question represented by ownership of the means and appropriation of the fruits obtained from the work. As such, the employer obtains the benefits from the services provided by a third person, then subsequently partially compensates the worker (Montoya Melgar, 2006, p. 37).

In the case of work on delivery platforms, couriers participate in providing the capital goods, given that they are required to supply certain means in order to fulfil the service (such as a mobile device, a bicycle or a motorcycle), and they are also responsible for maintaining those items and for ensuring their suitability to meet the courier's obligations. Nevertheless, the most relevant economic means is the digital platform, which allows intermediating between the different production factors and accessing the consumer, given that otherwise the business model could not be developed. The result is paradoxical: couriers lack the means to receive orders in the manner and in the quantities according to which they are obtained through the platforms (thus preventing couriers from being able to secure an economic livelihood on their own), even though they do have the necessary elements to provide the service on their own (meaning, the mobile device, the vehicle and all other equipment).

In turn, there is no economic consideration from the platform for mere availability, rather only for orders that are effectively placed and carried out. The fact that the digital platform is exempted from any responsibility to offer a certain or sufficient quantity of orders, in addition to the non-existence of any guarantee of minimum income, contributes to blurring the existence of an employment relationship on platforms, given that these aspects are what correspond to an employer in a typical employment contract.

B. Indicators of legal and technical dependence

The fact that couriers participate in the business organization of digital platforms would also offer a theoretical explanation for legal subordination. Digital platforms bring couriers inside their organization, thereby giving rise to a certain degree of limitation of individual freedom.

Thus, information and communications technology has offered a way to exercise legal subordination that, without disappearing, becomes somewhat blurred (Ermida Uriarte and Hernández Álvarez, 2016, p. 287). Orders become suggestions or recommendations, and overseeing compliance therewith no longer falls exclusively to the giver of the work, rather it is also performed by users of the system. Technological possibilities also admit the appropriation of information regarding the status of orders, the times within which they are completed and the degree of customer satisfaction. All this information, systematized and analysed automatically by algorithms, has consequences for the contracting of couriers and their ratings, which can lead to the temporary or definitive suspension of a courier. There is no participation by the person being rated, and any claims made by users are managed and resolved by the digital platform alone, without any intervention by the courier. Thus, the business owner gives up neither their rights of management and organization nor their disciplinary powers.

The freedom to choose the work frequency, days and times, the freedom to accept or reject orders or the freedom to choose the zone where tasks are performed do not seem to be decisive elements for ruling out legal subordination when, in other aspects, considerable intrusion is observed. Moreover, some decisions (such as the rejection of a certain number of requests, not following the established schedules or working in the specified zones, not having the necessary elements to make a delivery and transport food under sanitary conditions, arriving late or unjustified delays in deliveries) have

an influence on a courier's rating, who is subject to penalties such as temporary suspension or even definitive disconnection.

Couriers can choose the means of transport they will use to provide the service. However, this choice is also subject to their liability for the use, maintenance and availability of their work equipment. And in order to achieve the necessary consumer confidence for using the service, platforms promote the use of clothing, boxes or backpacks for food transport that are identified with the colours or logo of the company for the purpose of associating couriers with the specific digital platform. Thus, these platforms reaffirm their own notoriety and ensure that the service will be provided uniformly, according to the consumer's expectations, and through persons whose qualities are evaluated and rated by other users.

C. Analysis of the relevant indicators for Argentinian case law¹⁴

The indicators of dependence and autonomy that are verified in courier work through digital platforms are listed below.

› Economic dependence

Indicators that represent economic dependence:

- While a courier contributes some means of production, the business model depends mainly on the digital platform.
- The service is supposedly provided freelance, but all the arrangements related to collection and payments are performed by the platform through electronic means or through the couriers themselves, who must deposit the money received in favour of the platform.
- The platform initially collects any payment made by customers or consumers, therefore taking the payment as its own before transferring it to the courier and after having discounted the fees charged to the courier for use of the platform.
- The courier performs the service in exchange for a rate that, as consideration for the activity, is unilaterally decided by the platform.
- The courier receives pay per order that is relatively fixed and regular, although it also varies only according to the quantity of services and the conditions under which they are performed. The remuneration is necessary for the couriers' subsistence.
- The courier lacks a business structure or organization of their own and the means to organize the production activity itself.

14. It should be pointed out that a group of couriers of the company PedidosYa previously used to work as wage earners or employees. In fact, this was the type of labour arrangement that reigned until the beginning of 2019. Specifically, in 2018 PedidosYa had 2,810 workers registered as employees of RepartosYa S.A. But as from the beginning of 2019, the platform changed its contracting policy and began hiring self-employed workers.

Indicators that deviate from economic dependence:

- The couriers are owners of some of the means of production, work tools and equipment that are needed to provide the service, although they depend on the platform to perform the activity.
- With respect to the platform and third parties, the couriers assume the risks and liabilities that are particular to the activity, and they lose the right to remuneration if they do not fulfil the request from the platform.
- The couriers do not have any exclusivity commitment to provide services on a certain platform.

› **Legal dependence***Indicators that represent legal dependence:*

- The couriers join the organization of the digital platform, but they keep the freedom to decide when they work and according to what frequency.
- The couriers adjust to the criteria set forth by the platform, although the required level of compliance with those criteria is vague.
- The platform indicates what must be done and the way in which the service should be provided.
- The couriers are subject to systematized control of the service by the platform and by third parties unrelated to the relationship (the end consumer or the establishment that supplies the products).
- The digital platform reserves the disciplinary and penalty function for itself.
- Subcontracting is personal and non-transferable, except for the subcontracting allowed by Glovo under certain conditions and with its express authorization.
- The couriers wear clothing and use equipment that bear the image and logo of the platform, although this is not mandatory and the couriers are the owners of those items, or they have them on loan and are consequently liable for wear and tear.
- The couriers work only through the access provided by the application.

Indicators that deviate from legal dependence:

- The couriers do not necessarily perform this task as their main activity, and they are not bound by exclusivity.
- Providing the service is not permanent and continuous.
- The couriers are not bound to abide by the schedule or to show up daily to provide services.
- The couriers are not bound to be at the disposal of the digital platform.

› **Autonomy**

Indicators that represent autonomy:

- The couriers can organize how they provide the service, although they must accomplish the purpose according to the platform's requirements.
- The couriers work without being subject to intense orders or instructions, which are controlled based not so much on the means as they are on the results.
- The couriers assume the risks and liabilities of their activity.
- The couriers assume the expenses that are required for the task.

Indicators that deviate from autonomy:

- The couriers must comply with the times and report the status of a delivery whenever the platform requires it.
- The couriers must comply with parameters that are the object of ratings, not only by the platform but also by third parties.
- There is inequality between the contracting parties, which involves the impossibility of negotiating the clauses that govern the legal relationship.
- The couriers or the service providers cannot be replaced, without prejudice to the possibility of subcontracting admitted by Glovo under certain conditions and with its express authorization.
- The couriers could not be validly considered to be a business owner.

3.2. The delivery service and legislation in force

3.2.1. The Employment Contract Act

The delivery activity, which is carried out through a dependent and formally recognized labour relationship, is covered by the rules of labour law, meaning by the Employment Contract Act and all other labour standards that protect employees in a relationship of dependence. These employees consequently have the typical labour protection of a subordinate worker or of one who is in a relationship of dependence.

However, providing the delivery service through platforms is subject to certain particulars. Therefore, in the event that a dependent labour relationship existed between the platforms and couriers, those aspects of labour legislation that are compatible with performing the service offered by digital platforms are indicated below, as well as those that are not compatible.

A. Type of employment contract

The possibility of establishing the work days or schedules, as well as the frequency according to which the couriers make themselves available to the application to perform their tasks, could be done through a permanent employment contract for an indefinite period of time, but with discontinuous service.

While the digital platforms leave it up to the workers to determine the periods of activation and deactivation, this actually is qualified in two aspects. On the one hand, on some platforms the work schedule must be previously established, and there are maximum periods during which a courier must connect to the application to maintain regular activity in the service, which would require a clause established by the parties to ensure that this happens. On the other hand, the possibility that a worker can connect whenever they wish effectively happens only if the application issues orders, a situation that could be interpreted as a concurrence of wills to continue with performance of the contract.

A casual employment arrangement for each order that is placed should be considered with caution. According to this concept, the couriers could be seen as workers who remain at the disposal of the platform on a temporary basis or as casual service providers in favour of a third party through the request made in the application. In this case, the platform would act as a type of placement agency, a temporary employment agency or a casual services enterprise. This would be in line with the nature of Glovo's "*lo que sea*" service or Rappi's "*rappifavor*" service, which offer users the possibility of hiring a person for a certain period of time to perform any type of service.

However, the LCT excludes the casual employment arrangement for governing these types of labour relationships due to the fact that the nature of the service involves no extraordinary or temporary need, either on behalf of the platform or of the enterprise that requires the delivery services for its products (Article 9, LCT). Moreover, the consumer – the final recipient of the ordered product or service – cannot be considered a true employer or giver of (dependent) work, even despite being the one who has required the service.

B. The working day

Regarding the working day, and specifically the unequal distribution thereof, labour legislation does not hinder the service from being provided under the dependent employment arrangement. It would only be necessary to consider the guidelines for establishing a maximum quantity of weekly and daily hours (in accordance with Act 11544), in addition to respecting the time off between working days and the weekly time off established in the LCT.

Moreover, considering the periods of greatest demand, work during the established time off (meaning Saturdays after 1:00 p.m. and Sundays) would be possible if a scheme of compensatory leave were established.

C. Remuneration

Even though there is no impediment to the wage being a function of a rated amount according to the quantity of requests made, which could be paid piecework (Article 116 of the LCT), the employer must guarantee two things that these digital platforms do not ensure: i) the amount received by the worker must be no less than what is established as the basic wage in the collective bargaining agreement of the activity or, in default thereof, no less than the national minimum wage; and ii) the employer must offer a sufficient quantity of orders so that the worker receives their wage under such conditions.

Likewise, Article 103 of the LCT establishes that workers are owed the wage due to the mere circumstance of having placed their services at the disposal of the employer, which would give rise to remuneration also for periods during which the courier is connected to the application waiting for the transmission of a new request. Thus, the employer has the duty to occupy the employee, and in the event of a lack of occupation, the payment of remuneration is nevertheless owed (Article 78 of the LCT).

D. Lack of exclusivity

The non-existence of exclusivity does not presuppose major difficulties for the Employment Contract Scheme, given that legislation does not require that a worker work for only one person, even simultaneously, if the contracting arrangement allows and the parties agree.

E. Employment of young persons

While in Argentina there is a protected labour scheme for adolescents between 16 and 17 years of age, performing tasks or activities on public roads that involve exposure to the risk of traffic accidents is expressly prohibited, which includes operating vehicles. Decree 1117/2016 considers it one of the “worst forms of child labour”, and therefore the minimum age for accessing such jobs is 18 years (LCT, Articles 32, 176, 188, 190 and 191).

F. Indemnity clauses

Not only do the disclaimer clauses of digital platforms conflict with labour standards, any clauses that bind couriers to hold platforms harmless from any eventuality that could arise as a result of providing the service also conflict with those standards. In fact, the principle of indemnity covers workers, who rely on the employer’s obligation to ensure their safety and to reimburse them for any expense made to adequately do the job or for the damages sustained to their property due to or on occasion of the job (as per Articles 75 and 76 of the LCT).

Regarding the responsibility that the platforms place on couriers in relation to the expenses for equipment and maintenance of the means of transport they use, the Employment Contract Act admits that workers can be the ones who provide their own tools (in this case, for example, the bicycle or motorcycle), but the employer should be in charge of paying for or reimbursing the expenses inherent in the use and maintenance thereof (fuel and insurance), in addition to any eventual damages (Article 76 of the LCT). Moreover, the standards in force regarding occupational health and safety make the employer responsible for providing the personal protective equipment that is necessary for the activity.

G. Termination of the labour relationship

Under a relationship of dependence, couriers could seek the protection of the contract termination scheme, which would offer a framework of protection due to a unilateral and unjustified rescission of the contract by the digital platform, including arbitrary suspensions. Moreover, the guidelines pertaining to written form and a sufficiently clear expression of the reasons used as the basis for a unilateral rescission of the contract or for suspensions must be followed.

In the event that a considerable amount of time elapses during which a courier does not connect to the application, this could lead to resignation that is compatible with the LCT, given that a “concurrent will of the parties” would be deemed to exist, resulting from “the conclusive and reciprocal behaviour of the same” (Article 241 of the LCT).

H. Social protection

The social security system that is accessed by couriers in their capacity as self-employed workers is the simplified scheme of small contributors (*monotributo*). This scheme includes, in addition to payment of the tax, a contribution to the health coverage system through health insurance and another contribution to the social insurance scheme, thereby accessing the retirements and pensions system. Inclusion in this scheme also admits benefits for family allowances, thereby providing for the situation of dependent children, pregnancy, disabled children and annual school aid. However, self-employed workers do not have access to all the other systems of social security, such as unemployment benefits or the established benefits that are payable by all employers for certain contingencies. Regarding this latter point, while payment of the *monotributo* does involve a contribution to the health insurance system, which in turn allows access to the medical and health care benefits offered by that system, it does not involve access to paid leave (not even for a certain period) in the case of justified sick leave and occupational risks (including any event of an accident that might be sustained because of the job), or compensation in the event of termination of the employment contract due to complete disability of the employee.

I. Coverage by the collective bargaining agreement (CCT) applicable to the activity

In order for a certain collective bargaining agreement to be applicable, the parties to the individual employment contract must be represented by collective entities that are representatives of the couriers and of the digital platforms, respectively, and they must be covered by the corresponding bargaining unit.¹⁵

3.2.2. Traffic and Transport Code of CABA and the recent amendment thereof

Act 5526 of 2016 of the Autonomous City of Buenos Aires, known as the “Delivery Act”, amended the Traffic and Transport Code (CTyT) of the Autonomous City of Buenos Aires, thereby incorporating various definitions related to the delivery service within this territorial scope.

Said act defines the entities that carry out the urban courier and food delivery activity and the obligations of each one. Among these obligations, the act highlights that the service provider must have at least three “qualified drivers”, at least one of whom must be in a relationship of dependence. It was thus concluded that, in accordance with this code, delivery platforms that postulated the autonomy of the “courier” would not be able to launch their activity in the city of Buenos Aires.¹⁶

Likewise, Act 5526 contained some provisions pertaining to safety while performing the urban courier and delivery activity, including the following: i) registration of the motorcycles used to perform the service, which also must be no older than ten years; ii) a training course must be passed to be qualified as a “rider”; iii) riders must hold a health booklet for the case of transporting food substances; iv) specific equipment must be used, including an approved helmet, clothing with reflective strips

15. If the couriers are deemed to be dependent employees, they could be represented by the corresponding collective entities and be covered, together with the platforms that employ the couriers, by the collective bargaining agreement that regulates the activity.

16. A possible clash between the CTyT of CABA and the Argentine National Constitution should be kept in mind, given that, initially, the requirement to have drivers who are linked through an employment contract could run counter to Article 14 of the Constitution, which guarantees that all inhabitants of the nation have the right to work and exercise a profession in all legal industries. In turn, it could also clash with what is set forth in Article 75, paragraph 12 of the National Constitution, which reserves for the National Congress the power to enact so-called “substantive codes”.

and appropriate clothing for rainy and cold days; v) bags, backpacks or other equipment used for transport must include reflective strips and have the corporate name, address, telephone number and authorization number visibly recorded; vi) a box with a hermetic seal must be provided for transporting food substances on motorcycles or two-wheeled cycles. The latter conditions are not applicable in practice, given that the use of backpacks predominates, commonly identified with the logo of the corresponding digital platform.

Moreover, Act 5526 created the “Single Register of Transport by Motorcycles and Two-wheeled cycles” (RUTRAMYC), in which service providers and riders must be registered for the following purposes: allowing them to be identified, determining their aptitude to perform the activity, allowing coordination between and connection with entities in the sector and establishing a chain of responsibilities.

The failure to apply the standards in force in this Act 5526 were the basis for a complaint lodged on 10 October 2018 by a group of companies¹⁷ against the “Government of the City of Buenos Aires - Secretariat of Transport of the Ministry of Urban Development and Transport”, based on which a series of judgements were issued¹⁸. These companies emphasized that the digital platforms operating in the sector failed to adapt to local law (specifically regarding the safety of the riders and consumers and regarding the relationship between the couriers and the enterprises that organize the activity through digital platforms), and they managed to prohibit these platforms from performing the activity.¹⁹

The failure to apply this act and the conflicts that were evidenced based on these judgements were the reasons why this law was amended. Thus, on 16 July 2020 the Legislature of Buenos Aires approved Act 6314 – which has yet to be published in the Official Gazette of CABA. It once again amends the provisions of the CTyT, thereby making the activity of enterprises that own delivery platforms compatible with the transportation legislation of Buenos Aires.

The following are highlights of the main changes introduced by this new act:

- The inclusion of “Operator of a digital platform for supply and demand by third-parties of the Urban Courier and/or food delivery service” as a definition in the act.
- Permission so that the possible qualification of couriers as “self-employed” by enterprises would not be an impediment to those couriers providing the service in accordance with this new local law.
- The inclusion of the gear storage backpack as an element for transporting food substances, and repeal of the article that established the mandatory use of a box with a hermetically sealed cover for this type of delivery.

17. Envíos Ya S.A., Arribo Postal S.R.L., Curier Express S.R.L., E-Logística S.A, Inmediato S.A, Logística al Instante S.A, Star Cadetes S.A, The Saint S.R.L and Trámites Urbanos S.R.L.

18. Judgements dated 06/12/18, 14/02/19 and 09/04/19 of the Presiding Judge of Contentious-Administrative and Tax Court of First Instance No. 2, Department No. 4, of the Autonomous City of Buenos Aires (Case No. 36.976/2018-0).

19. In July 2019, Courtroom I of the Chamber of Appeals in the Contentious-Administrative and Tax Court confirmed the judgement against the Government of the City of Buenos Aires (GCBA), consequently ordering it to implement the register of enterprises, providers and riders provided for in the act and to officially disqualify any enterprise that was not duly registered and in compliance with all the terms set forth in Act 5526. This judgement was confirmed on 5 August 2019 by the Presiding Magistrate of Contentious-Administrative and Tax Court of First Instance No. 2.

- The establishment of a qualification system as a condition for developing the courier and delivery activity, which must be complied with by not only “service providers” and “platform operators” but also by “couriers” and “messengers”. This qualification will be granted by the applicable authority through registration in the “Single Transport Register of Urban Courier and/or Home Food Delivery Services” (RUTRAMUR), which replaces the RUTRAMYC, the registry created by Act 5526. Qualification will be personal and non-transferable, it will have a duration of one year and it may be renewed “indefinitely”. Qualified couriers must be identified by the qualification number assigned at the time of registration in the RUTRAMUR. The law establishes a series of requisites that must be met by a person who applies for qualification.

Moreover, the new Act establishes a series of obligations for digital platform operators and all other service providers. Specifically, the following is required: i) a channel where couriers can declare that they are qualified to perform their tasks and can leave proof of said qualification must be established; ii) data that describe the status of the activity must be shared with the applicable authority; iii) an effective procedure for solving or responding to claims must be established; iv) a copy of the commercial agreements signed with the establishments that offer the service through the platform must be provided, if requested; v) activities, campaigns or training related to road safety and providing the service must be carried out, without prejudice to the specific training courses that couriers must take; vi) work accident insurance, mandatory life insurance, third-party liability insurance and personal accident insurance must be provided for those who offer to perform the service through the digital platform.

Likewise, a series of prohibitions are established, highlights of which include the prohibition to establish incentive or penalty systems that stimulate practices that might foster speeding and/or a breach of other traffic rules (thereby creating risks to road safety) and the prohibition to send any kind of notification or message while qualified messengers and/or couriers are making a delivery.

Finally, Act 6314 regulates the provision of data, and it sets forth that platform operators and service providers must share, with the applicable authority, both data in real time and historical data that describe the status of the activity and that are relevant for the purpose of this Act.

Thus, the adoption of Act 6314 represents the adaptation of local law to the presence of digital delivery platforms and to the novelties that said presence has introduced into the sector.

3.3. The delivery service and institutions in force

3.3.1. Collective Bargaining Agreement No. 722/2015

In Argentina, the only collective bargaining agreement targeted at regulating labour relations of the home delivery service is CCT No. 722/2015. The geographic scope of application of this agreement, signed by the “Union Association of Messenger and Service Motorcyclists” (ASIMM) and the “Chamber of Courier Enterprises via Motorcycle and Similar Enterprises of the Argentine Republic”, is the Autonomous City of Buenos Aires (Art. 3).

Regarding the scope of application, CCT No. 722/2015 is applicable to the labour relations between the business owners represented by said business chamber and the “messenger workers”, defined in

the agreement as “all workers who perform their labour tasks using, as their work tool, a motorcycle, a three-wheel cycle, a scooter, a quad bike, a bicycle and/or any two-wheel vehicle and who make arrangements for, deliver and pick up food substances and miscellaneous small and medium parcels using any of said vehicles within a period of less than twenty-four hours” (Art. 5).

However, CCT No. 722/2015, just like all other collective bargaining agreements entered into in Argentina, is only applicable to employment contracts in the strictest sense, meaning that the application thereof is restricted to dependent relationships. Therefore, said agreement is not applicable in the case of couriers who are considered to be self-employed. However, if the digital platforms under study are deemed to be operating in the activity of delivery services and if the labour relationships they maintain with the “couriers” are marked by dependence, then there are no evident arguments that could elude the application of CCT No. 722/2015.

The main provisions of this collective bargaining agreement are detailed below:

- A series of worker categories are established, notable among which are that of “home courier messenger” and that of “home courier messenger of e-commerce”. Both perform the tasks of delivering food substances and miscellaneous small and medium parcels on vehicles such as bicycles, motorcycles, scooters, three-wheeled cycles and quad bikes, for which they must also charge the respective amounts, if applicable. The only difference between them is that, in the latter case, the operational and/or commercial process that takes place within the framework of one/or several e-commerce transactions ends with the courier’s activity (Art. 6.5).
- A remuneration and expense recognition scheme is established, which is specific to the activity. It especially considers not only the fact that the worker’s own vehicle is placed at the employer’s disposal but also the expenses that the courier or messenger incurs to comply with the labour activity (Art. 12).
- A more favourable limit to the working day is established for workers than the limit provided for in the general statute. Thus, the maximum agreed work week is forty-five hours per week (“taking place from Monday through Friday”) and nine hours per day. For the delivery courier, the values are reduced to forty hours per week and eight hours per day (Art. 15).
- Regarding organization of the work, the agreement sets forth that, weekly, the employer will provide the worker with a summary of the orders completed, although this obligation will not be necessary in the case of fixed workers who provide daily tasks (Art. 15).
- Insofar as work equipment and clothing are concerned, the employer is bound to provide them to workers at an established frequency and in accordance with the details recorded in this law (Art. 19).
- If a courier has a vehicle problem and has not yet proceeded to obtain a replacement, the company must offer an alternative job position to the worker for the period during which they are without a vehicle and while the worker makes arrangements to solve the problem. The worker can refuse to accept the employment contract, thereby giving rise to suspension without pay for the period during which the worker has no vehicle and up to the maximum of 90 consecutive days, after which either of the parties may terminate the employment contract without compensation (Art. 21).

- Other relevant benefits include the following: as a general principle, it establishes that contracting will be understood as open-ended, barring well-founded and exceptional circumstances (Art. 7), and it establishes that life insurance must be contracted (Art. 26).
- Obligations for which the workers are responsible are also established, such as the following: as requirements for being admitted to the platform, holding a driver's license, holding all motorcycle documentation and having insurance if a vehicle is the worker's own; being subject to management and organizational powers, including effective collaboration to complete a task through the arrangements and within the deadlines that may be established; being respectful and presentable; and obeying all road and traffic laws (Articles 8, 9, 10 and 21 et seq).

However, it is important to keep in mind that this collective bargaining agreement does not seem to set forth provisions that were provided for the use of digital platforms for performing the courier or delivery task.

When the delivery service is provided by a worker of a restaurant establishment, their collective representation is held by the union of the sector, meaning the Union of Workers of Tourism, Hotels and Restaurants of the Argentine Republic, and collective bargaining agreement No. 389/2004 is applicable. In this case, the employed worker can count on general guidelines that are defined for all restaurant establishments, including remunerative benefits, basic and additional wages, a maximum working day based on averages (as it is set forth in Art. 198 of the LCT) and other overarching benefits of the legal parameters for work in an employment relationship. However, this collective bargaining agreement does not contain clauses that especially address delivery work.

3.3.2. Special statute bill

On 6 May 2020, the Ministry of Labour, Employment and Social Security formally submitted the draft bill entitled “Statute of the On-demand Digital Platform Worker” (IF-2020-30383748-APN-DGDMT#MPYT).

The bill seeks to regulate “(t)he legal relationship that links enterprises engaged in the distribution and delivery of various products, and the administration of digital platforms, with persons who, without the obligation of permanent attendance and on their own initiative or at their own choice, provide services by travelling to carry out that activity in favour of said enterprises” (Art. 1).

Among the articles of this bill, the absence of any express qualification of the labour relationship between the enterprise that owns the platform and the courier is notable, although it is inferred that the relationship is one of subordination.

Indeed, the bill makes reference to the provision of services “in favour of said enterprises” (Art. 1), to the “management and organization powers” of the enterprises (Art. 6), to the “(d)isciplinary power” of the enterprises (Art. 23), to the “employer” nature of the owner of the platform (Articles 2(h) and 16) and to “application of the Employment Contract Act ... insofar as it is compatible with and does not contradict the actual arrangements of the (special) scheme” (Art. 52). These are all elements and features that are typical of a dependent employment relationship.

The bill seeks to provide a response to the particulars that are typical of the business model in question. Notably, these particulars include regulation of the working day, the determination of which is a right of the worker (Art. 3); treatment of the “digital reputation” and of the “portability of data” (Title XII); a scheme of non-professional illnesses and accidents, resolved by a reserve fund paid for by the enterprise

(Title VI); a remuneration scheme composed of a guaranteed minimum and a variable wage per delivery run (Title III); the express recognition of the couriers' rights to freely organize, to collective bargaining and to strike (Art. 44); and the recognition of social security rights (Title XV).

3.3.3. Other actions of public policy

According to what could be determined, there are several government actions – both local and national – targeted at analysing and responding to the questions covered in this report. They include not only dialogue between players of the sector but also study groups engaged in analysing the platform economy and its impact on work, as well as statistical studies.

Within this context, the publication in January 2019 of a “Manual of good practices” of the “courier” activity should be mentioned. This manual was drafted within the framework of the “quadripartite commission” on said activity, created within the framework of the National Occupational Health and Safety Program by Branch of Activity – instituted by Resolution 770/2013 of the national Occupational Risk Supervisory Authority (SRT). The commission is integrated by the SRT itself, by the signatories to CCT 722/2015 and by the Union of Occupational Risk Insurers (UART).

The “Manual of good practices”²⁰ sets forth a series of actions that are deemed to be “correct”, targeted at reducing the typical risks of the activity that can cause harm to the health of the messenger or courier. However, applying the content of that document is not mandatory.

Notable among the practices that have been implemented through public policy to improve the conditions of the sector is the action by the Special Supervision Unit of Irregular Work (UEFTI) of the National Directorate of Labour and Social Security Inspection of the Ministry of Labour, Employment and Social Security (MTEySS). In 2018, research was conducted with the objective of designing and implementing a supervisory strategy whose purpose is to learn the registration status of the workers who provide messenger, distribution and/or delivery services through digital platforms and to determine whether or not there is a labour relationship between the enterprises that manage the platforms and the workers who perform the service, consequently identifying the enterprise's level of responsibility in organizing the couriers' work. Likewise, in May 2019 that unit conducted a study of 245 workers at 10 courier meeting points in CABA. This National Directorate study was conducted by 15 national labour inspectors who had previously received training from the ILO on digital platform work in Argentina, on the study's objectives and on the questions included in the questionnaire. The data obtained in that study are those that are analysed in the following chapters of this report.

3.4. Analysis of the phenomenon through comparative law

3.4.1. Regulatory and legal advances observed in other countries

In Latin America, the phenomenon of delivery platforms is widespread and in common use. The more well-known and developed “multinational” platforms have been operating for years in the

20. The “Manual of good practices” can be consulted at the following link:
https://www.argentina.gob.ar/sites/default/files/mbp-mensajeria_1.pdf

majority of countries on the continent. Yet this notable development is associated with scarce regulation of the activity, which is even less scarce regarding the labour issues that could arise.

As nearly the sole exception in the region, **Uruguay** should be mentioned, where there is regulation that concerns workers who offer the delivery service through digital platforms, although the regulation refers to safety and traffic matters that are far distant from the labour relationship issue. The National Government of that country issued Decree No. 119/017, thereby setting forth that all workers who perform tasks using a motorcycle or any other two-wheeled vehicle must pass a specific training course and must hold a professional training certificate issued by the competent authority or authorized entity. However, as from 1 January 2018, only workers who make deliveries of food and pharmaceutical products are required to have passed the specific course and to hold a professional training certificate issued by the competent authority or authorized entity.

In **Colombia**, there is a draft bill in the National Congress that could be included within the narrow spectrum of regulatory actions tending to regulate the activity under analysis.²¹ This bill establishes protections and benefits that digital platforms, in their function as digital intermediation enterprises, must provide to persons who provide the services. In principle, these protections and benefits should combine the guarantees and protections given to workers within the framework of a classic labour relationship, with the flexibility of civil contracting for the provision of services, thereby considering the nature of this occupation.

In **Peru** there is also a “Draft bill for decent employment to regulate digital platform workers” that was submitted to the Chamber of Deputies on 19 April 2019. This bill contemplates some interesting aspects, such as characterizing contracts as employment contracts and the obligation to establish mandatory content in such contracts (amount, remuneration payment period, duration of the working day, place of work, etc.). The bill establishes a minimum wage reference, it imposes the obligation to give prior notice due to the unilateral termination of the contract (dismissal) and it recognizes the right of workers to organize, as well as the right to social security coverage.

In **Chile**, three draft bills have been verified.²² The first bill, called “My boss is an app”, opts for a special statute that would consider the relationship between service providers and platforms to be a labour relationship. Consequently, and among other issues, it recognizes the mediation of the digital structure; it forces platforms to inform their workers about the conditions under which they must perform the services and about how they will be evaluated and remunerated; it establishes a schedule limit of 12 hours per day and 45 hours per week; and it sets forth that remuneration cannot be less than the legal minimum. The second bill, contrary to its predecessor, seeks to incorporate a new Labour Code, which indicates that the services provided by persons through digital platforms do not take place within a labour relationship whenever the following conditions are present: a) the service providers are not under an obligation of exclusivity; b) the service providers are free to determine the occasion and time for providing the services; c) the elements of an employment contract provided for in Article 7 of the Labour Code are not present. Finally, the third bill, introduced in May 2020, establishes basic guarantees for people who provide services through digital platforms, but it does not declare any position regarding labour relationships.

21. It is draft bill No. 82/18 of 2018, which regulates “Digital Work in Colombia” (filed on 14-08-2018).

22. These three bills are available at the following: i) the “My boss is an app” bill, in Gazette No. 12.475-13 of 14 March 2019; ii) the bill on labour modernization for work-life balance and inclusion, in Gazette No. 12.618-13 of 14 May 2019; iii) the bill that establishes basic guarantees for people who provide services through digital platforms, in Gazette No. 13.496-13 of 13 May 2020.

Nevertheless, outside of Latin America, there are experiences of countries that have already tackled the regulation of work on digital platforms:

- In August 2016, **France** approved an act whereby a series of articles were inserted in the Labour Code for the purpose of contemplating minimum guarantees to protect platform workers. That law establishes the social responsibility of digital platforms regarding own-account workers who use the platforms, which involves and assures access to training and to work accident insurance and the validation of prior learning. Moreover, “platform workers” enjoy union freedom and the right to refuse to provide services in a concerted manner.²³

- In November 2019, **Italy** opted for regulation that recognizes a series of rights that originate from dependent work when the platform workers are actually self-employed. These rights include the following: i) information about the essential conditions of their contractual relationship; ii) the remuneration established by the national collective bargaining agreements in the sector; iii) the prohibition of remuneration based exclusively on piecemeal work (according to the orders received), the obligation of minimum remuneration per hour of work according to the wage tables of the national collective bargaining agreements for the sector related to the activity that is performed and work at night or in bad weather conditions must include a wage supplement of at least 10 per cent over the hourly rate; iv) the prohibition of discrimination; v) the prohibition to be deactivated or penalized for rejecting orders; vi) data protection; and vii) insurance against work accidents and professional illnesses (through the platform’s social security contribution).²⁴

- In September 2019, the **California** State Assembly approved a law on defining the existence of an employment relationship. While it applies to any enterprise, it represents an advance in the possible recognition of platform workers as employees. In fact, this law presumes the existence of an employment contract, unless the employer can prove: i) that the person is free from the control and management of the contracting entity in relation to execution of the work; ii) that the person performs a job that is outside the usual business of the contracting entity; iii) that the person is regularly engaged in an independent occupation or business of the same nature as that which they provide for the contracting entity.²⁵

Regarding court actions in Latin America, as of today there have been no labour claims related to digital delivery platforms, and court actions (as a consequence of actions taken by workers) have focused on passenger transport enterprises and, in particular, on the subject of whether or not a labour relationship exists. In Europe, conversely, numerous cases involving workers of digital delivery platforms have reached the courts (Box 1).

23. Act No. 2016-1088 of 8 August 2016, on work, the modernization of social dialogue and the guarantee of career paths, with the amendments incorporated by Act No. 2018-771 of 5 September 2018, for the freedom to choose a professional future.

24. Decree-Act No. 101 of 3 September 2019 pertaining to urgent measures for labour protection and the resolution of company crisis, converted into Act No. 128 through amendments on 2 November of that same year (<http://www.infoparlamento.it/Pdf/ShowPdf/6067>).

25. California Assembly Bill No. 5 “Worker status: employees and independent contractors”, available at: http://leginfo.ca.gov/faces/billStatusClient.xhtml?bill_id=201920200AB5

Box 1

Case law on the labour relationship in digital delivery platforms in the European Union

The case law of the different countries (and even within those countries) has been contradictory regarding the labour relationship between platform supplier enterprises and couriers.

For example, in the **Netherlands** there are two judgements that sustain the existence of a wage-earner relationship between couriers and platforms based on the platforms' control over the digital systems for managing the activity and for limiting the freedom of availability of the riders (Judgement 198 - Zaaknummer 7044576 CV EXPL 18-14763 and Judgement 210 - Zaaknummer 7044576 CV EXPL 18-14762, both of 15/01/2019). There are also judgements that defend the autonomy of couriers, consequently arguing their freedom when defining how to provide the service. In this regard, a judgement in the **United Kingdom** ruled against a labour relationship between Deliveroo and its couriers due to the fact that the latter can transfer an order to another worker or even reject it (Judgement No. TUR1/985(2016) of 14/11/2017). In **France**, the Deliveroo platform was favoured by a judgement of the Court of Appeals of Paris, on the grounds that riders are free to choose the working time (Judgement No. 15/10685 of 9/11/2017).

Occasionally, rulings in the first instance have later been reviewed by supreme courts. In **France**, a ruling concerning the Take Eat Easy platform sustained the autonomy of the workers based on the fact that they are limited to providing an insulated box and based on the non-existence of sufficient arguments to prove that the enterprise held disciplinary power over the couriers (Judgement No. 17/00511 of 20/4/2017). The ruling was subsequently reviewed by the Court of Cassation, and it sustained the existence of a subordinate relationship due to the enterprise's authority to issue orders and guidelines, supervise the execution thereof and apply penalties. In **Italy**, following a ruling that endorsed the autonomy of a group of riders of the enterprise, Foodora, in which the reasons were once again based on the freedom of the workers to choose their work time and availability, as well as the enterprise's freedom to accept that availability (Judgement No. 778/2018 of 7/5/2018), the Court of Appeals of Turin established the workers' right to receive the remuneration corresponding to the national collective bargaining agreement. The Supreme Court subsequently rejected the appeal by the enterprise and ruled that the riders must have the protection corresponding to workers in a dependent relationship.

In **Spain**, the class actions as a consequence of the activities of the Labour and Social Security Inspectorate (ITSS) are noteworthy. This state body issued a series of assessments against the owner enterprises of the Deliveroo and Glovo platforms, therein stating that the labour relationship between the parties shows signs of one party being under the employ and direction of another, typical of a labour relationship. Consequently, the General Treasury of Social Security (TGSS) proceeded to officially register the workers in the social protection system and to claim from the enterprises the omitted contributions due to not having registered them as wage earners. When the enterprises appealed, Labour Court No. 5 of Valencia endorsed the existence of a labour relationship between 97 riders and the Deliveroo platform, while both Labour Court No. 19 and the Supreme Court of Justice of Madrid ruled along the same line regarding the labour relationship between 532 riders and that platform. Another notable action of Spanish supervision was the audit conducted of Glovo in the city of Barcelona, which ended in an assessment related to over 3,500 workers and the corresponding fine of 3.8 million euros.

3.4.2. Supranational regulation of delivery services through digital platforms

The search for responses to the phenomenon of providing delivery services through digital platforms leads to considering the international norms that would be applicable to this activity. In fact, the absence of any specific national legislation on the subject and the internationalization of business phenomena make it necessary to look at norms that are applicable broadly and beyond the limits of national borders.

The main reason why the provision of delivery services through digital platforms places the labour scheme in check is because platform workers are qualified legally as self-employed, and they are therefore automatically excluded from the scope of application of the heteronomous labour standards that are designed and created to oversee labour performed as an employee. Due to this situation in search of protection, the ILO's Employment Relationship Recommendation (No. 198) is a relatively effective international instrument for judging and determining, in each particular case, the nature of the work provided through digital platforms.

The principle of the primacy of reality (Vega Ruiz, 2017, p. 7) defends that the existence of a labour relationship should be determined mainly according to how that relationship is implemented, even in prejudice to the manner in which the relationship may be characterized in any contractual arrangement or may be otherwise agreed between the parties. In fact, many legal precedents confirm that an assessment of the reality of the proven facts (thus arguing in favour of a relationship of dependence) prevails over the conditions described in the clauses of contracts between platforms and couriers (Box 1). Within this context, in order to correctly classify the relationship that links a server and a platform, we could resort to the classic signs of legal and economic dependence proposed in Article 13 of Recommendation No. 198.

However, a large part of labour doctrine has been pointing out that new signs of the existence of a labour relationship for providers of services on digital platforms must be considered. Some of these new, more notable signs would be the following: the fact that the platform gives instructions (direct) or recommendations (indirect) to providers of the service regarding how to provide that service; the fact that the platform chooses or limits the rate that the service provider can receive; the fact that minimum requirements or selection processes for service providers are established; the fact that the platform limits the possibilities of service providers to choose their customers; the fact that the platform provides service instruments to the provider (helmet, backpack and other equipment); the fact that payment for the service is made through the payment platform offered by the enterprise itself; and the fact that the platform offers insurance, manages taxes on behalf of the provider and provides financing to the provider to obtain instruments that are recommended for performing the task.

4. Socio-demographic characteristics and work history of workers on delivery platforms

4.1. Data and methodology

The study on the socio-demographic profile of delivery workers through digital platforms (Chapter 4), as well as the analysis of the form of work (Chapter 5) and the working conditions of these workers (Chapter 6), was performed using the data obtained from a study of 245 workers conducted by the National Directorate of Labour Inspection of the Ministry of Labour, Employment and Social Security of the Nation and a survey of 301 workers²⁶ (both are comprised in the quantitative analysis), as well as four group interviews (qualitative analysis)²⁷ conducted between the months of March and July 2019.

The sample design that was used, for both the quantitative surveys and the group interviews, seeks to reduce the typical difficulties of conducting studies on hidden populations or on those with a difficult scope. Indeed, the target population of this study is characterized by the fact that there are no official statistics about its size or characteristics, by the fact that a task is performed that hinders it from being specifically located in a common work space and by the fact that the population includes workers who could be in situations of informality. Within this context, the main challenge is to guarantee that the observation units included in the samples are as representative as possible of the analysed population.

In the case of the quantitative survey and the group interviews, two-stage sampling was conducted. In the first stage, the participants were identified through the groups that these workers have on social networks. Then “snowball” sampling was conducted, in which the workers were asked to indicate other colleagues who could be interested in forming a part of the study. Despite the fact that this technique is frequently used in the sampling of hidden populations, the attempt was made to control possible selection biases by offering an economic incentive to participants, both for participating in the study and for facilitating the contacts of other colleagues, while limiting the number of new contacts that each participant could provide.²⁸ In the two sampling stages of the quantitative and qualitative studies, workers who had been engaged in the activity for at least one month were selected.

The qualitative study used the group interview technique. They involved discussion groups guided by a moderator based on a semi-structured guideline that allowed, through interactions between the participants (who often posed different points of view to the same question), collective reflection about the phenomenon under study (Onwuegbuzi *et al.*, 2009; Beck *et al.*, 2004; Krueger, 1994). The quantity of group interviews was determined according to the criterion of theoretical saturation,

26. This survey was conducted by the Human Development Area of the Latin American Faculty of Social Sciences (FLACSO) based on a questionnaire designed by the ILO. Unlike the study conducted by the National Directorate of Labour Inspection, which took place on the street, the interviews taken within the framework of the survey took place behind closed doors, after having identified a worker on social networks and subject to agreeing on the place and date of the interview. The questionnaire therefore includes more questions and covers more subjects than those of the study conducted by the National Directorate of Labour Inspection.

27. The references to these group interviews, as well as the conclusions derived from the findings, are based on the internal document produced by Pereyra (2019).

28. In the case of the group interviews and given that they were conducted before the survey, the definitive selection of the participants considered a series of variables (sex, age, place of birth and platform). The purpose was to achieve a representative sample of the target population according to the information that existed up to then in newspaper articles and chronicles (see the journalism sources in the bibliographical references).

meaning that interviews were conducted until the resulting information regarding the main points of investigation began to be repeated (Bernard, 2000). Thus, 4 group interviews of between 6 and 7 participants were conducted in March 2019, therein interviewing a total of 26 workers for approximately one and a half hours (see Annex I for more details about the sample characteristics).

The study of 245 workers by the National Directorate of Labour Inspection of the MTEySS was conducted in May 2019. In order to capture observations corresponding to all kinds of workers who form a part of the target population, the survey was conducted on two different days (a Monday and a Friday), during three different time spans (morning, afternoon and night) and at 10 meeting points of couriers in CABA. This National Directorate study was conducted by 15 national labour inspectors who had previously received training from the ILO on digital platform work in Argentina, on the study's objectives and on the questions included in the questionnaire. The study was conducted on the street, subject to identifying the workers at their meeting points.²⁹

In July 2019 and in cooperation with the Human Development Area of the Latin American Faculty of Social Sciences (FLACSO), the survey of 301 couriers over the age of 16 years residing in the Metropolitan Area of Buenos Aires (AMBA) was conducted. This survey was based on a questionnaire that included 90 questions on the workers' socio-demographic profile, on their work history, on their working conditions and on the characteristics of the activity. The survey was preceded by a pilot test on 10 workers for the purpose of finalizing the questionnaire's details, particularly regarding the duration and the sensitivity and/or any difficulties that could be caused by certain questions.

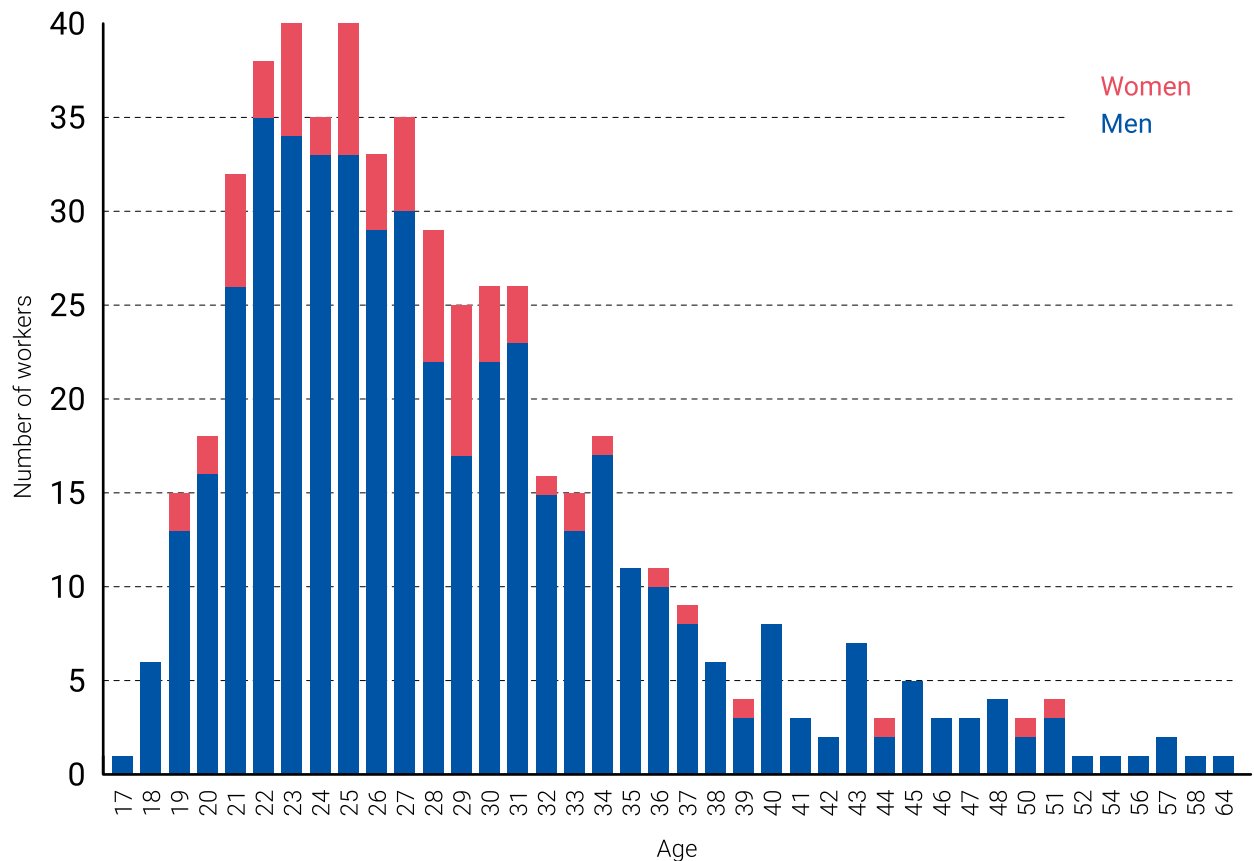
4.2. Socio-demographic profile of the workers

Courier workers who work through digital platforms in the city of Buenos Aires are basically a young population, with a major presence of men. Only 13 per cent of the surveyed workers were women, whose presence is observed mainly in the younger age ranges. This presence tended to decrease in the age ranges in which care responsibilities are normally concentrated (Figure 2).

The average age of the workers is approximately 29 years. However, even though the majority (approximately 61.5 per cent) are between 20 and 30 years of age, 17 per cent are over the age of 35 years (Figure 2). These data suggest the presence of a considerable number of workers who exceed the youngest age ranges, thereby detracting from the idea that this job is performed exclusively by very young people. In this regard, it is important to point out that there is a certain difference among workers according to their place of birth. In fact, migrant workers are on average one year older than native workers.

29. The questionnaire included 26 questions and lasted approximately 10 to 15 minutes.

Figure 2
Distribution of workers according to sex and age

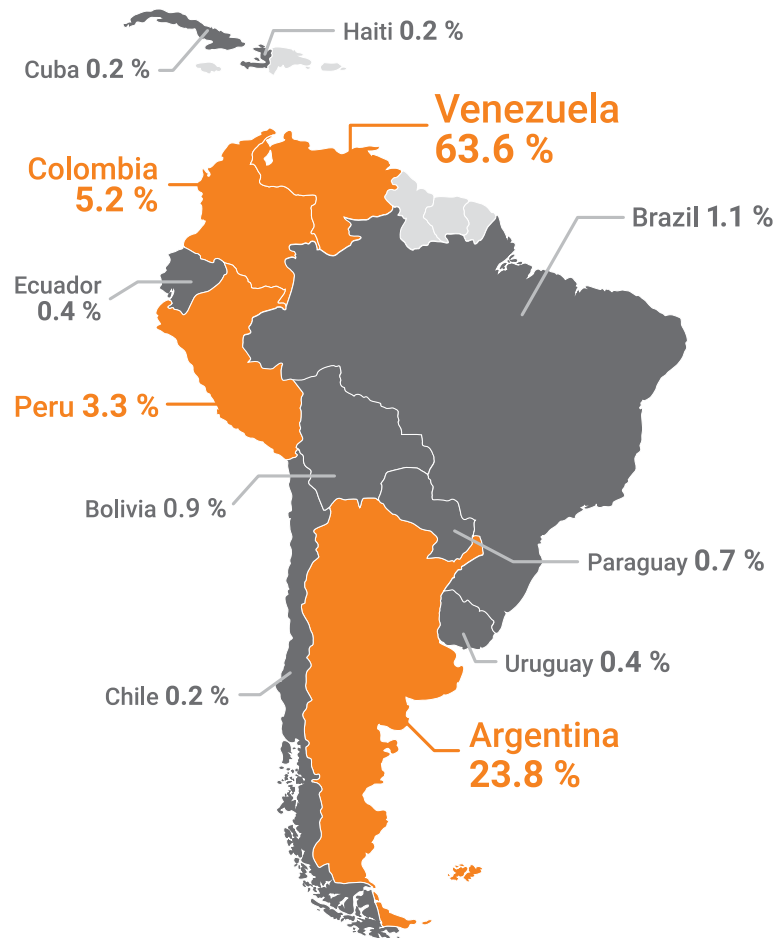


Source: Own preparation based on the National Directorate study and on the survey of workers of delivery platforms (N = 546).

The increased presence of delivery platforms in Argentina coincided with the arrival in the country of a major flow of migrant workers coming from Venezuela,³⁰ who often found that delivery platforms offered their first opportunity to work upon arrival in the country. Thus, over three quarters of the surveyed workers were migrants (76.2 per cent), and of those, 83.5 per cent came from Venezuela (Figure 3).

30. It is estimated that by August 2019, there were 130,000 Venezuelan migrants in Argentina, but that same migrant figure was under 95,000 in July 2018 and was approximately 57,000 in 2017.

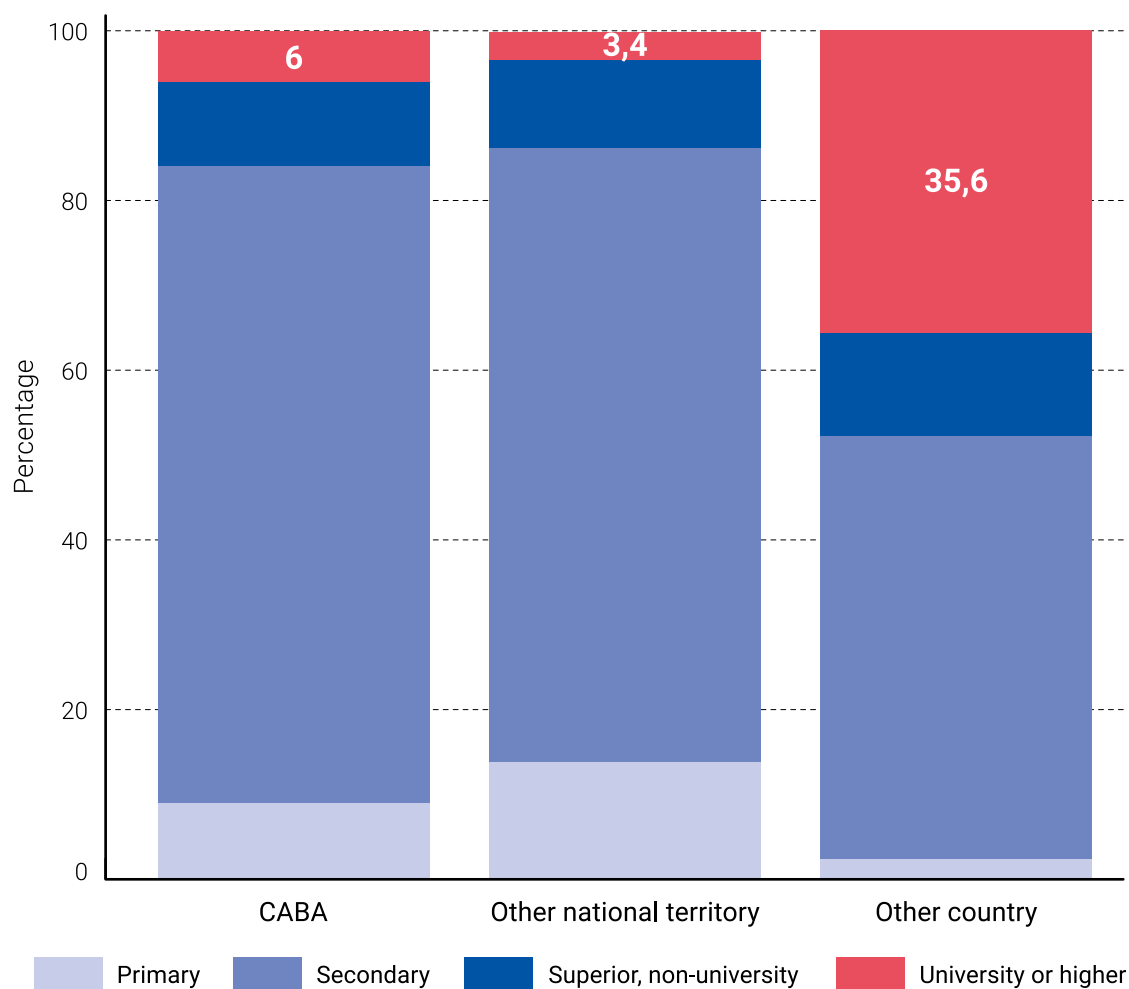
Figure 3
Distribution of workers according to place of birth



Source: Own preparation based on the National Directorate study and on the survey of workers of delivery platforms (N = 546).

Moreover, the migrant origin of these workers is highly correlated with a high level of education. While the large majority have completed at least secondary studies regardless of the place of birth, differences are mainly observed with respect to superior studies. While approximately 5 per cent of the workers born in Argentina have completed university or superior studies, this percentage exceeds 35 per cent in the case of migrant workers. They are often professionals (i.e. engineers, dentists, graduates of business administration, etc.) who state that they have been experiencing difficulties practising their profession in the country because of a lack of local work history and/or due to problems related to validating their degrees (Figure 4).

Figure 4
Distribution of workers according to level of education and place of birth

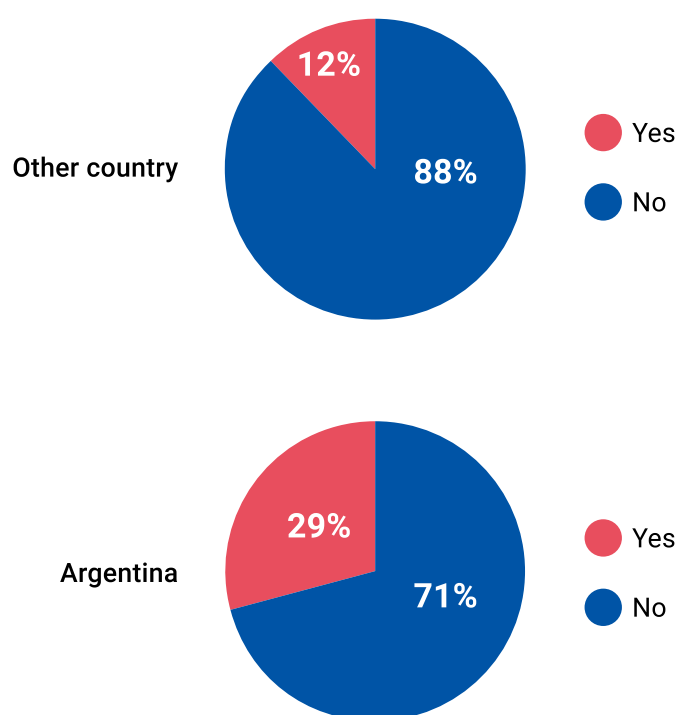


Source: Own preparation based on the National Directorate study and on the survey of workers of delivery platforms (N = 546).

When the percentage of workers who are currently in school is considered, major differences are again observed according to the migrant origin of the couriers. Thus, only 12 per cent of the workers born abroad combine work on delivery platforms with taking studies, while this percentage increases to 29 per cent in the case of Argentinian workers (Figure 5).

Considering all these variables, on the one hand we have a profile of a migrant worker as someone who is relatively older and who has taken superior studies, and on the other, we have the profile of a native worker, who is relatively younger and combines work with studies.

Figure 5
Distribution of workers according to whether they are studying and place of birth



Source: Own preparation based on the National Directorate study and on the survey of workers of delivery platforms (N = 546).

Infographic 2

Socio-demographic profile of a delivery platform worker

Socio-demographic profile of the worker

Sex

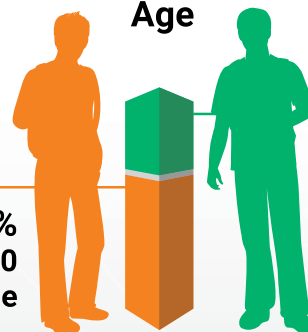
Only 13 % are women



Age

36 % are over 30 years of age

64 % are under 30 years of age



Schooling



16 % attend classes

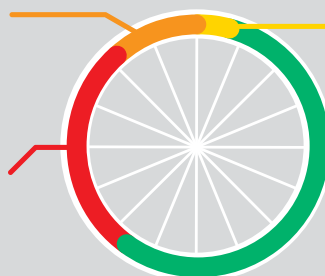
Country of birth



Education level

Superior, non-university
11,6 %

University or superior
28,3 %



Primary 4,4 %

Secondary 55,6 %

Note: The education level refers to the highest level completed.

Source: Own preparation based on the National Directorate study and on the survey of workers of delivery platforms (N = 546).

4.3. Composition of the household

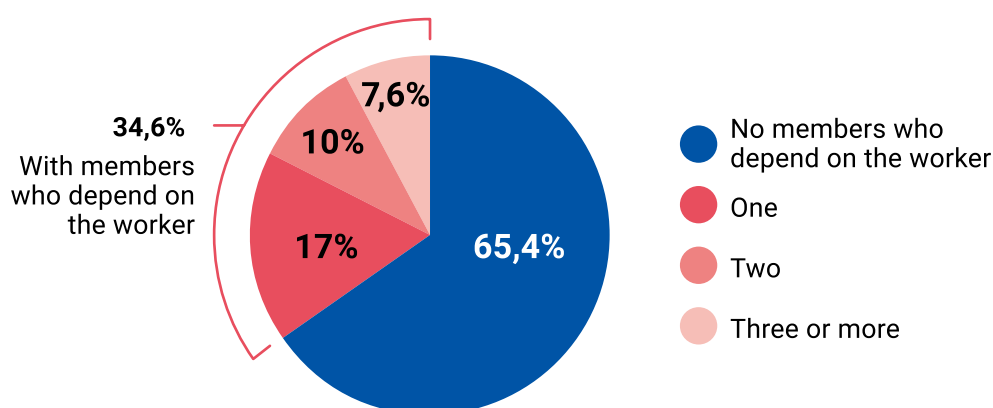
Regarding the family characteristics and the composition of the household of delivery platform workers, it is notable that the vast majority of the surveyed workers are single (72.4 per cent), while the percentage of those who are married or living as a couple drops to 26.2 per cent.

Despite the fact that the majority of this population are single, its members belong to relatively large households with respect to the number of family members. The average size of the household of surveyed workers includes 3 people, while according to the 2018 Annual Household Survey the average household size in the city of Buenos Aires was 2.54 persons per household. Moreover, only 20.3 per cent of the surveyed workers live alone, while 26.2 per cent live in a household with only two members and 53.5 per cent live together with at least two other people.

Regarding the composition of these households, 37.4 per cent of the workers who live with others are in a household with the presence of children under the age of 18 years, and in 48 per cent of those cases, the children are under the age of 6 years. These data explain the presence of a relatively high proportion of workers who live in households where at least one of the members depends on them from an economic point of view. In fact, this happens for 34.6 per cent of the workers in non-single parent households, where in the majority of cases only one or two of the household members depend economically on the worker (Figure 6).

Figure 6

Distribution of workers in non-single-parent households according to the number of household members who depend economically on the worker



Source: Own preparation based on the National Directorate study and on the survey of workers of delivery platforms (N = 546).

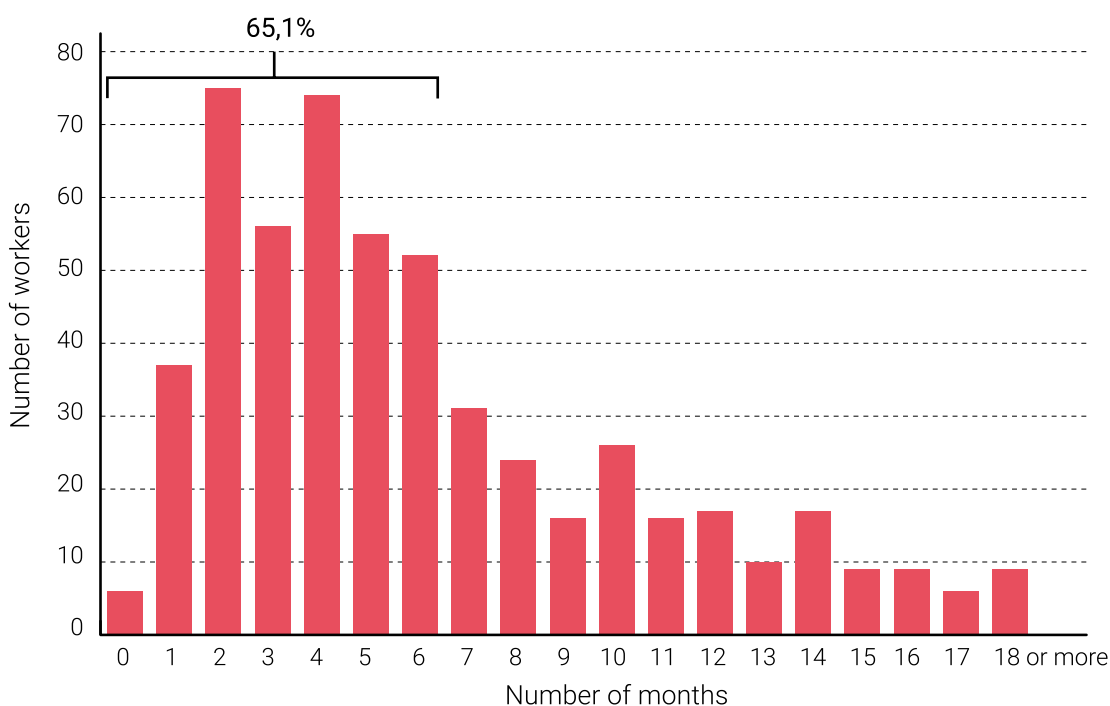
Thus, the profile of the household of delivery platform workers can be defined as being relatively more numerous than the average for the city, with a considerable presence of household members who are children and where, in a considerable number of cases, the worker is the economic provider of at least one member of the household. All this is fairly significant if we consider that this population is relatively young. These characteristics are likely related to the migrant condition of this labour force.

4.4. Work history and reasons for this labour insertion

An initial observation that arises when considering the work histories of the workers under study is that, overwhelmingly, they have recently arrived in the sector, given that approximately 65 per cent of the respondents have been engaged in the activity for at most six months (Gráfico 7). The fact that only 14 per cent of them have been working in the activity for more than one year clearly shows two phenomena. First of all, this activity is relatively recent to the city of Buenos Aires (as it was explained in Chapter 2, two of the three companies in question arrived approximately two years ago). Second, this fairly low percentage of workers with a longer work history in the sector also reflects the high turnover in the activity, due mainly to the exhaustion represented by performing this job (a subject that will be covered in more detail below).

Figure 7

Distribution of workers according to the number of months they have been working as delivery platform workers



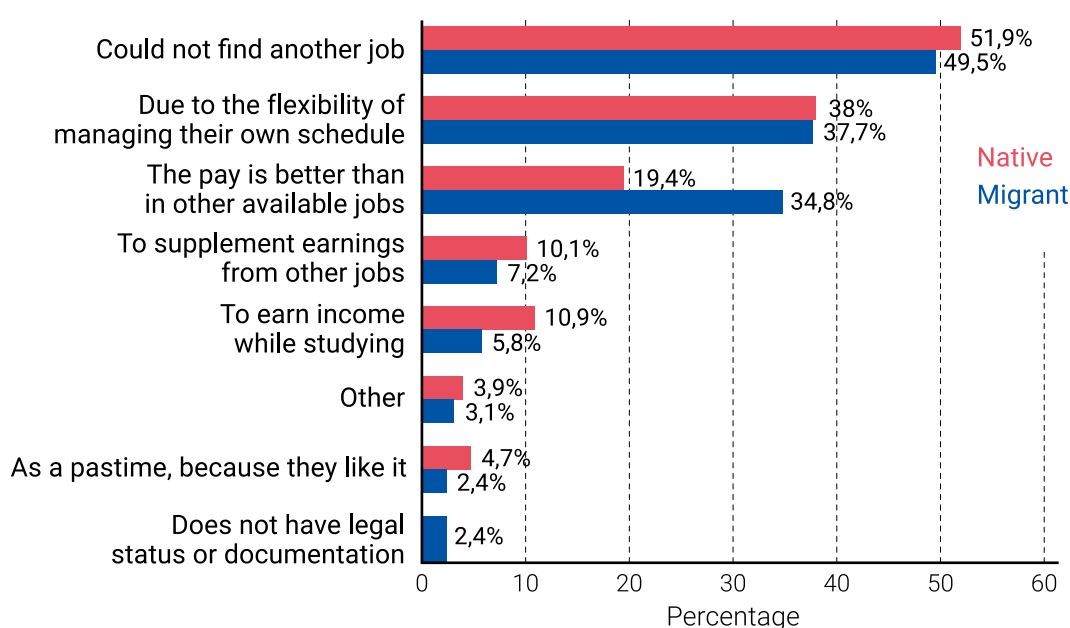
Source: Own preparation based on the National Directorate study and on the survey of workers of delivery platforms (N = 546).

The labour insertion in this activity is motivated more than anything by the impossibility of finding another job, although the relatively better remuneration and time flexibility are also key factors. Specifically, 50.3 per cent of the respondents indicate that they cannot find another job as the main reason why they decided to work for a delivery platform, while the flexibility to manage their own schedule and the better remuneration in comparison with other jobs are identified as the main reasons by 37.6 per cent and 31 per cent of the surveyed persons, respectively. While there are no differences between migrants and natives regarding the percentage of workers who indicate either

the impossibility of finding another job or schedule flexibility as their reasons for entering the activity, to a greater extent migrant workers state the better remuneration as a factor that determines the decision – 34.8 per cent of migrant workers indicate this reason versus 19.4 per cent of native couriers (Figure 8). This result, to a certain extent, reflects the differences that exist between migrant and native workers regarding the type of jobs to which they normally gain access.

Figure 8

Reasons indicated for entering the activity according to place of birth



Note: The figure shows the percentage of surveyed workers who indicate any of the stated reasons for entering the activity. The sum of the percentages is greater than 100 because each surveyed person could indicate more than one reason.

Source: Own preparation based on the National Directorate study and on the survey of workers of delivery platforms (N = 546).

However, the group interviews allow distinguishing differences with respect to work history and the reason for performing this activity. For example, for migrant workers, beginning to work on a delivery platform constitutes one of the first available alternatives. Moreover, they generally approach these platforms based on references from friends and acquaintances who work in this sector.

Among the Argentinian respondents and those immigrants who had been in the country for a longer period of time, beginning to work on these platforms often occurs due to having lost a prior wage-earning job. In fact, nearly 19.6 per cent of the respondents had been dismissed or the business where they were working closed immediately before beginning their activity as a courier (Figure 9). Thus, within a recessive economic context, the productive establishments where these respondents had been working were obviously subject to difficulties.

– “I was left without a job. I was working as the manager in a clothing shop... nothing was being sold ... [the shop] closed and I started looking.” (María Luisa, Argentinian, Rappi)

- “Me too, I was left without a job. I was working at a road machinery company. With the dollar at 40 [pesos], it was awful to see the situation there, to see how the constant comings and goings of trucks and machines just stopped. Nothing was being sold or rented, and they began to lay people off.” (Lisandro, Argentinian, wage earner of PedidosYa)
- “... Me too. I was working in the clothing industry. The factory began to lose money, to reduce staff, and it closed halfway through last year.” (Betty, Peruvian, wage earner of PedidosYa) (Group 2)

Another common reason for arriving at these platforms is because of having left precarious jobs involving long workdays and very low pay:

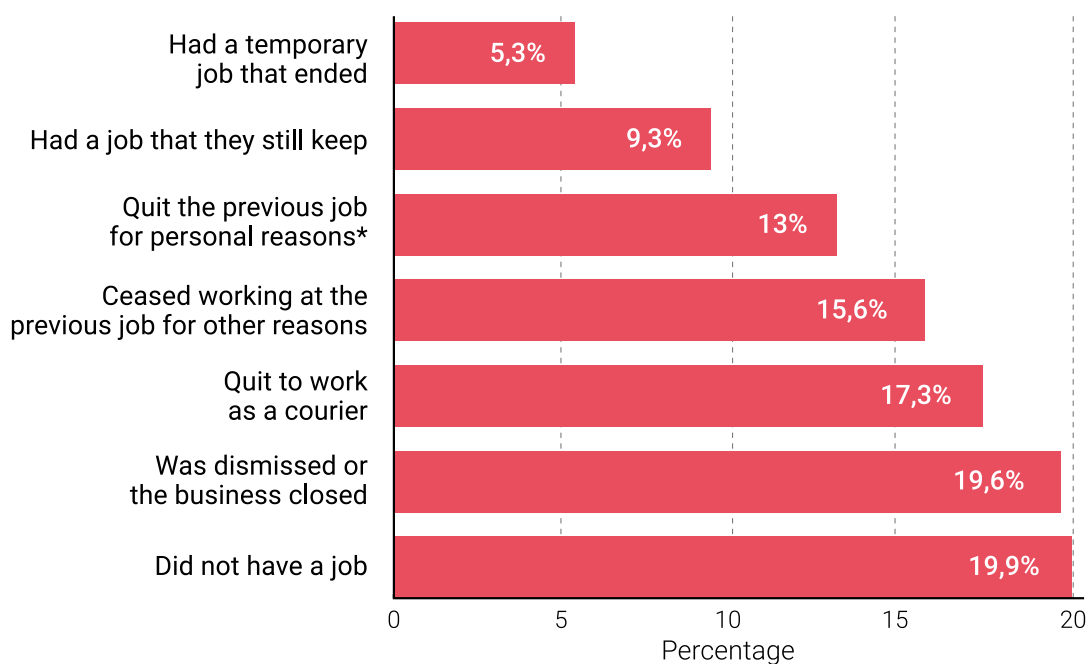
- “I worked in a kitchen, where you don’t earn much and you’re a... slave to the schedule... In January I decided to quit my other job and work at Glovo full time.” (Federico, Argentinian, self-employed for PedidosYa. His first insertion in the sector was at Glovo)
- “... I was a courier for [mentions a major food enterprise], but it was under the table. I asked them to register me, but they didn’t want to. It’s more or less the same money [what he earns at Rappi in relation to his previous job] but fewer work hours.” (Uriel, Argentinian, Rappi)
- “I was also working under the table [at a spare parts shop], and just like him, it’s more or less the same money [what he earns now] but [working] fewer hours.” (Jorge, Venezuelan, Rappi) (Group 2)

In any event, there is a widely shared perception that this type of unqualified precarious work is what the labour market is currently offering to these workers, and therefore they evaluate insertion on delivery platforms, if not in positive terms, at least as a relatively convenient alternative with respect to those more precarious options:

- “Right now, considering the situation, you can get a job from an exploiter right away. If you work 12 hours a day at one of these companies [referring to the platforms under study], you earn a thousand times more than working 12 hours at anything else.” (Erwin, Colombian, Rappi) (Group 3)
- “If you go to [mentions fast food chain shops], they’re going to pay you the same thing they pay us, and you’re going to work double and be shoved in there with somebody else...” (Enzo, Argentinian, wage earner of PedidosYa) (Group 1)

This latter exchange of dialogue reveals that a certain sensation of freedom through this insertion is an aspect that is valued by several respondents. The fact that they do not have to be “shoved in” at an establishment “with somebody else” (a boss or direct supervisor), as well as the possibility of managing their own schedules and the advantages of “being on the street”, “moving about”, etc. are positive perceptions that appear in several cases associated with work on delivery platforms. This positive assessment is also confirmed in the survey of workers, given that 17.3 per cent affirm having given up their previous job to work as a courier (Figure 9).

Figure 9
Labour situation before beginning to work on a delivery platform



Note: *Includes family reasons, studies and health reasons.

Source: Own preparation based on the survey of workers of delivery platforms (N = 301).

5. Entry in and form of work on delivery platforms

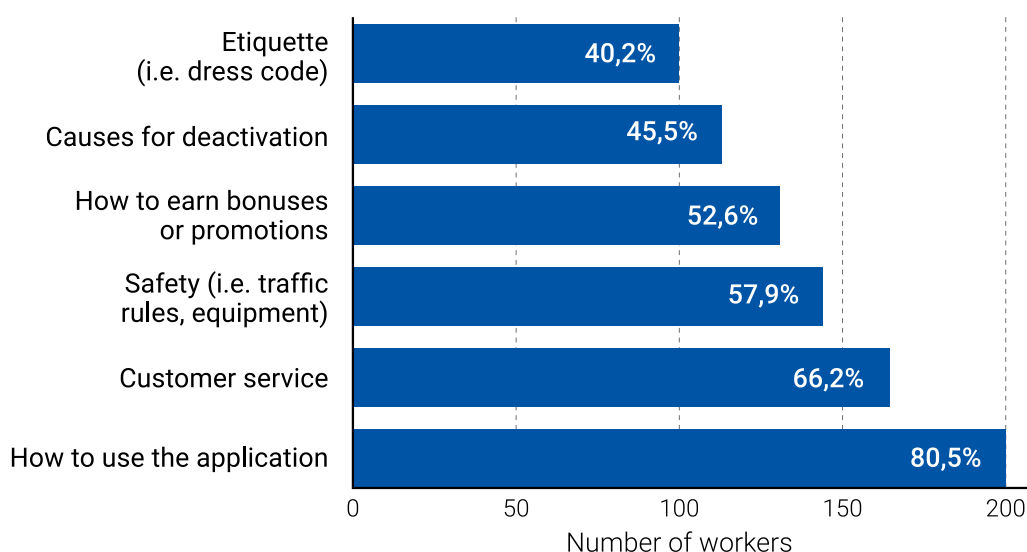
5.1. Entry in the platform

The evidence shows that the platform delivery sector has relatively low barriers to entry. In this regard, the system for incorporating workers is almost always described as an expedited procedure. According to the testimonies, after job seekers register online, they are given an appointment for training or instruction, which generally takes place that day,³¹ they are assigned an identification number with a password, they download the application and “they are ready to begin working”.

With respect to training (received by 88 per cent of the respondents), it is usually focused on aspects such as use of the application (80.5 per cent of the respondents who participated in any training received information on this subject), on customer service (66.2 per cent of the cases) and safety aspects such as traffic rules, use of the equipment, etc. (58 per cent of the cases) (Figure 10).

Figure 10

Aspects covered in the training given by the platform



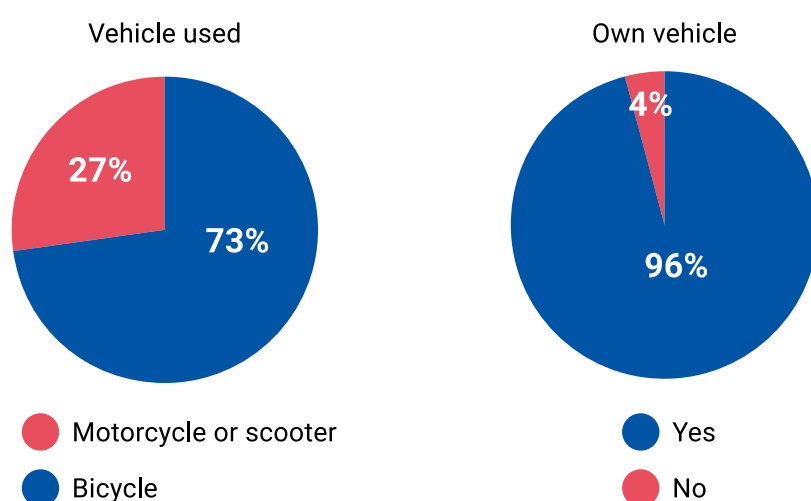
Note: The figure shows the number of workers who state having received training from the platform on the stated subjects when they began working. The sum of the percentages is greater than 100 per cent because each respondent could indicate more than one aspect covered in training.

Source: Own preparation based on the survey of workers of delivery platforms (N = 266).

31. Training was described as informative sessions ranging from one to two hours, which are basically used to show how to use the application; explain the rules for charging customers, making payments and billing; and explain the delivery of materials to perform the job (“They tell you: ‘this is the application, you always have to wear a smile, you go there, you press the little button, you deliver, ready, done’”, as summarized by a respondent who works for Rappi).

Regarding equipment, all couriers must have their own means of transport (mainly a bicycle or motorcycle). Seventy-three per cent of the respondents use a bicycle as the main means of making deliveries, versus 27 per cent who use a motorcycle or scooter, which in the vast majority of cases are vehicles that they own (Figure 11).

Figure 11
Vehicle used for deliveries and ownership status



Source: Own preparation based on the National Directorate study and on the survey of workers of delivery platforms (N = 546).

Normally, companies provide certain materials for performing the job, which usually include a thermal box for making deliveries, the uniform (also a helmet if a courier does not have one) and accessories such as a mobile phone holder and a portable phone charger. Somewhat more than 7 out of every 10 respondents stated receiving some equipment from the company at no cost, usually the uniform.³² Regarding all other equipment, they must be paid for by the workers through deductions from their earnings (“They deduct it: ARS1,000³³ for the helmet, the windbreaker and the backpack”).

Another requirement to begin working is related to the availability of having cash on hand, which the respondents usually call “petty cash”.³⁴ They must have this money when orders from customers are made at shops that do not have an agreement with the platform, and the orders must be paid for in cash. In these cases, the courier must have money to pay for the orders, the amount of which will be reimbursed by the customer when the delivery is made.

32. In the case of 81.3 per cent of the respondents who affirm having received equipment for free from the company, that item was the uniform.

33. This value corresponded to \$25.80 on the date when the interviews were conducted.

34. In Glovo's case, the platform affirms that “the courier is not required to carry cash, rather the dynamic of the platform serves to provide that money, which the courier can then use to pay for other orders”.

Given that the vast majority of these couriers are self-employed, all three enterprises require registration as a self-employed worker under the “monotributo” scheme to complete the process of entry in a platform.³⁵ According to the respondents, the platforms were lax about this requirement when they began operating, but now the workers all agree that “they’ve become more strict”. While workers can begin working immediately after training, they have 15 days to complete the process and hand in proof of registration. If they do not do so during that period, they are removed from the platform.

It should be pointed out that a group of couriers of the company PedidosYa previously worked as wage earners or employees. In fact, it was the reigning mode of insertion when PedidosYa was the only company in the platform delivery sector in CABA. In the case of these wage earners, the equipment for performing the job is supplied by the enterprise, and the employer contributions are payable by the platform. However, with the more recent entry by competitor platforms (over the last two years), which are contracting self-employed workers, PedidosYa has also turned towards this form of employment, while keeping a small core of wage-earner employees who are seen as “in danger of extinction”.³⁶

Finally, the workers agree (normally online) to a contract that stipulates the terms and conditions, yet it is noteworthy that the workers barely even know what they have agreed to. Only 54 per cent of the respondents affirm having seen the document with the terms and conditions of their service, and 23.5 per cent of these respondents affirm that they have not read those terms, or they think that the terms and conditions are not clear enough. In the group interviews, in the majority of cases the respondents state having “checked off” those terms and conditions without having read them. The workers argue that they urgently need to begin working or that it is difficult to go over the documentation on a device such as a phone:

– “We sign a contract, but digitally, which you don’t read. You just mark ‘yes, I agree’, and you’re done. We don’t read the fine print.” (Elvis, Venezuelan, Glovo)

“Why didn’t you read it?”

– “Because it was on the phone. If you don’t even read something when they give it to you on paper, imagine with the phone.” (Elvis, Venezuelan, Glovo)

– “It’s a 60-page contract. You just want to start working, now.” (Rodolfo, Colombian, Glovo)

Did anyone read the contract?

– “There was no contract at Rappi. You log in and accept the terms and conditions, at most, but I didn’t look at them.” (Erwin, Colombian, Rappi) (Group 3)

35. The monotributo scheme is a simplified system for small, own-account contributors. In a single payment, it combines the social insurance component (contributions for retirement and to the health system through health insurance) and the tax component. However, as it will be seen below, workers under this scheme are not covered by important components of the social protection scheme in place for registered wage earners.

36. In fact, during the week prior to the focus group interviews (conducted in March 2019), 400 hundred wage-earner employees were dismissed from this enterprise. A trend that was confirmed in the survey conducted in July 2019, when only 7 per cent of the respondents for whom PedidosYa was the main platform identified themselves as wage earners.

This behaviour somewhat contradicts what the actual surveyed workers state when asked about the importance of seeing and understanding these terms and conditions. In fact, 92 per cent state that they consider it important or very important.

Those who entered PedidosYa as wage earners are the exception. Setting up a “traditional” labour relationship is probably what makes the difference when considering the contractual conditions. In such cases, the workers state being informed about what they agreed to, and they use the contract as a parameter for assessing the actual working conditions:

“Look, at PedidosYa I signed a contract to work in Palermo, and after one month they began sending me from Palermo to Caballito and from Caballito to Microcentro [referring to the different neighbourhoods in the city of Buenos Aires] ... And I had a contract that said Palermo ... my contract says Palermo.” (Enzo, Argentinian, wage earner of PedidosYa) (Group 1)

Likewise, among these workers, notions related to labour rights appear to be stronger as a result of having knowledge of their contracts. Specifically, collective bargaining agreements and collective bargaining itself are aspects about which they state being informed:

“It also depends on the contractual arrangement we have. I know that I’m under the collective bargaining agreement of commercial employees. I shouldn’t be under that agreement; I should be with the courier union. The fact that we don’t have a bonus due to the quantity of work, due to commuting, due to rain and everything else is because we’re not correctly classified ... I have a contract through the commercial union. Now, because of last year’s trigger clause, there is a 20 per cent increase, staged in 3 increases of 7, 7 and 6 per cent in January, February and March with respect to the salary in January 2018. It’s ridiculous.” (Lisandro, Argentinian, wage earner of PedidosYa) (Group 2)

5.2. Form of work

The basic characteristics of the delivery system that platforms propose to workers are similar in all cases. Each courier receives orders through the application installed on their telephone. The order indicates where to pick up the product and where to deliver it, including the mileage involved with the delivery run.

Each delivery has a “base” rate, which at the time of the interviews ranged between ARS40 and ARS55,³⁷ depending on the platform.³⁸ While 59.5 per cent of the respondents state that there is a fixed amount per delivery, nearly 54 per cent assure that the remuneration also varies according to the distance. Likewise, 89 per cent of the workers affirm that the platform for which they work offers bonuses or incentives, which involve rate increases per order announced by the platform – sometimes occasionally and unexpectedly.

In the group interviews, the workers associate these bonuses with a lower availability of couriers for making deliveries, given that they frequently take place on days with bad weather or in new delivery

37. These values were equivalent to \$1.03 and \$1.42, respectively, on the date when the interviews were conducted (March 2019).

38. In turn, the wage earners of PedidosYa – as it will be covered in greater detail below – earn a monthly wage that is very close to the country’s minimum wage (SMVM).

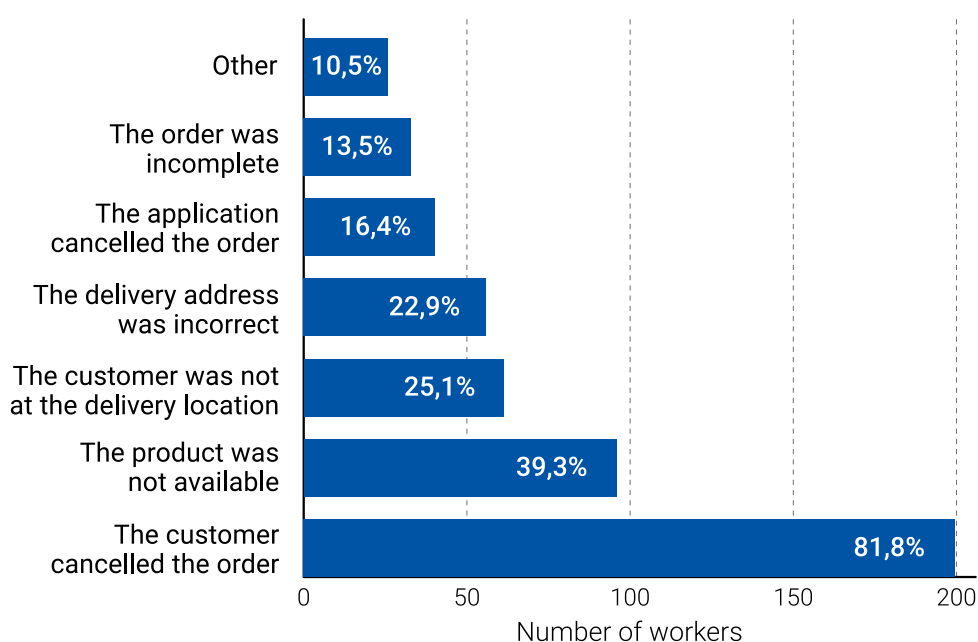
areas that are included in the platforms and where there are usually few workers. Considering the quantitative data, 41.6 per cent of the respondents who receive bonuses think that they are offered for working during high-demand hours, and 35.3 associate them with working during hours that are not very convenient. In any event, 44.5 per cent of the workers affirm that such promotions are “very important” to their income.

With respect to the logistics of deliveries, it should be pointed out that the couriers must often manage somewhat complex accounting due to the fact that a substantial part of the transactions take place in cash. While customers can pay for deliveries using electronic means of payment and the platforms themselves usually have agreements to directly pay for the orders of many shops, it is also possible that the end customer could request their order from a shop that does not have an agreement with the platform and could propose paying in cash. This means that the workers must pay for such orders out of their pocket and charge the customer when making the delivery, which consequently involves risks, especially when the customer, for various reasons, cannot be found to accept the order or they cancel it.

It could also happen that an order is placed at a shop for which there is an agreement, but the customer pays for the order in cash. In these cases, the workers end up having a variable amount of cash that does not belong to them. While they are allowed to carry a certain amount of money belonging to the company, which varies according to the platform, when that amount is exceeded, they are asked to deposit the money at branches of non-bank, in-person payment channels (such as Pago Fácil or Rapipago). On weekends, these branches are closed, which means that the workers can easily exceed the imposed cash limit and be exposed to situations of blocking or suspension by a platform.

Finally, the cancellation of orders also represents a major disruption to a courier’s activity. The respondents state that, on average, 5.7 per cent of the orders they handle in a normal week are cancelled. Among the reasons for cancellations, the workers indicate that the main one is that the customer cancels the order (reported by 82 per cent of the respondents), followed by the product not being available (39 per cent) and by the customer not being at the agreed location or the address was incorrect (both situations are indicated by approximately 25 per cent of the workers). (Figure 12).

Figure 12
Reasons for order cancellation



Note: The figure includes the number of workers who indicate the stated reasons for order cancellation. The sum of the percentages is greater than 100 because each worker could indicate more than one reason.

Source: Own preparation based on the survey of workers of delivery platforms (N = 275).

While the platform usually covers the expense incurred when orders are cancelled after a courier has already picked up the product, this is not always the case if cancellation takes place before that point. While 65 per cent of the respondents assure that they are paid for a cancelled order after having picked up the product, only 41 per cent affirm that they receive this compensation if cancellation takes place before the order is picked up. Moreover, even in those cases in which the platform does cover the expense incurred, the couriers are often asked to go to the platform's administrative offices or to the supplier establishment in order to return the cancelled order, with the lost time that this involves.³⁹

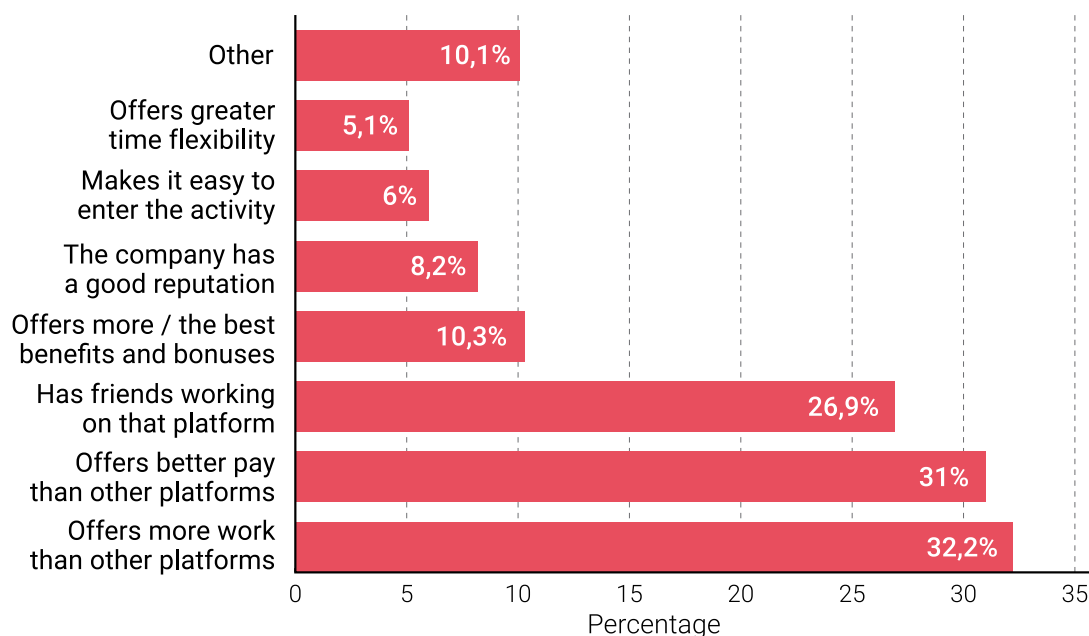
The respondents pointed out that the platforms do not all offer the same working conditions, beyond the common aspects. After being asked why they chose to work for the platform for which they work the most hours, the most common reason was that the selected platform is the one that offers the most work (32.2 per cent of the respondents). However, there were aspects related to the working conditions that also come up as important factors. For example, 31 per cent of the workers indicate better pay as the selected criterion, 10.3 per cent state that the reason is because the company

39. At least 68.4 per cent of the respondents affirm that if the product is cancelled after having been picked up, they have to return it to the platform's administrative offices, while 23 per cent indicate that they return it to the supplier if the product is non-perishable or they throw the product away in the case of foods and beverages, after taking a photo.

offers more or better benefits or bonuses and 8.2 per cent highlight the company's good reputation. Nevertheless, it is interesting that 27 per cent of the surveyed workers indicate that the presence of friends working for that company is the reason why they chose the platform for which they work the most hours. In this case, it is estimated that the condition of being a recently arrived migrant worker to the country, which is observed in a high percentage among couriers, would explain the weight of the network of friends and contacts in labour insertion (Figure 13).

Figure 13.

Reason for choosing to work for the main platform



Note: The sum total of the percentages corresponding to each reason is greater than 100 because each worker could indicate more than one reason for why they decided to work for the main platform.

Source: Own preparation based on the National Directorate study and on the survey of workers of delivery platforms (N = 546).

In the group interviews, the workers tended to agree that Glovo's proposal was the most suitable. Indeed, this platform provided several additional payments that turned out to be key to raising the rate of each delivery. Among the most important of these payments, couriers mentioned a fixed additional amount per kilometre, an amount for the wait time at the shop supplying the products and an amount for bad weather conditions. In other cases, the respondents indicated that if the schedule assignment mechanism was considered, Rappi was the most suitable option. In fact, the workers of this platform pointed out that they connected whenever they wanted ("you work the schedule you want: you turn on the application and that's it"; "you connect when you feel like it"). Conversely, on the other two platforms the schedules are defined by opening up schedule time spans (generally twice per week), to be selected according to availability. In these cases, the workers with the highest scores are given priority, with the available schedules "opening up" first for them.

5.3. Control and penalty mechanisms

The platforms under study contemplate mechanisms that control, evaluate and penalize the labour performance of their workers. In this regard, the main tool for evaluation and control is the score assigned to the worker – in the jargon of the sector, their “excellence” or “ranking”. While some platforms assign a score from 1 to 100, others follow a scale from 1 to 5, and others still show workers their ranking in comparison to the total number of workers. When inquiring among the participants about the bases for the scores, the responses emphasized different aspects related to not only the platform’s evaluation (according to criteria such as the delivery run acceptance rate, the quantity of orders delivered, punctuality when signing in at the times committed with the platform, etc.) but also the evaluation by the end customers:

- “The score is given by the customer and also the platform.” (Manuel, Venezuelan, Glovo)
- “If you handle orders in high-demand areas, if you complete orders during the times that you signed up for, based on your seniority ... the customer, it’s a total of everything.” (Rodolfo, Colombian, Glovo)
- “They count the difference between the orders you’re offered and the orders you accept, which gives you a higher percentage.” (Erwin, Colombian, Rappi) (Group 3)
- “At Glovo, if you arrive late, they put you down as absent.” (Jeanette, Venezuelan, self-employed for PedidosYa).
- “Being absent is 3 points less.” (Sergio, Venezuelan, Glovo) (Group 4)

Regarding the importance of the score, the quantitative data show that 76.4 per cent of the respondents think that the score has an impact on the quantity of work they receive, and approximately 60 per cent believe that it affects the characteristics of the jobs.⁴⁰ In the group interviews, the consequences of having a low score are perceived more clearly by the workers of platforms that use it as the criterion for giving priority to assigning schedules:

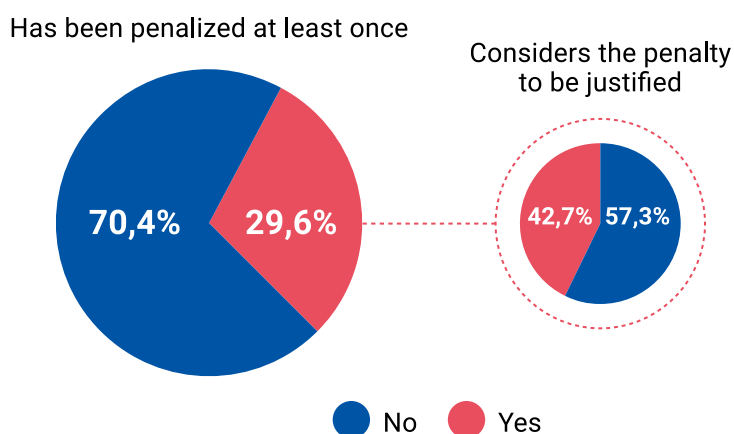
- “At Glovo, the only place where the score hurts you is when signing up for the weekly hours. They open up the calendar for you later than for others who have a higher score... there’s no way you can get the best times.” (Gabriel, Venezuelan, Glovo) (Group 1)
- “I feel forced to maintain a (good) score, because if it’s not good, I can’t get the hours. In other words, you’re not that free...” (Leila, Peruvian, Glovo) (Group 2)

There are also several signs that point to other consequences of the score. These consequences are intuited, but they are not clearly stated by the platforms, unlike the consequences to schedules, which are clearly stated. These consequences are related to more or fewer orders being offered, to the distance involved with each one, to the value of the orders (associated with receiving bigger or smaller tips, based on the experience of these workers) and to the amount of the “incentives” the workers could receive.

40. At Glovo, they affirm that the score does not affect either the quantity or the quality of the orders that couriers could receive and that the order assignment criterion is based on the distance between where the courier is located with respect to the supplier shop of the product and the consumer.

Apart from the score and the disciplinary consequences it could bring, there are also clear and specific penalty methods: blocking a worker is most notable in this regard. This means that a worker will not be able to work until they are once again enabled on the platform. Over 29 per cent of the surveyed workers have been deactivated or penalized on some occasion, with these deactivation periods lasting an average of 5.6 days. Such penalties are deemed to be unfair by 57.3 per cent of the respondents who have been subject to them, and complaints are lodged by 46 per cent of the workers who have been deactivated or blocked (Figure 14).

Figure 14

Incidence of penalties and how they are assessed by workers

Source: Own preparation based on the survey of workers of delivery platforms (N = 301).

Regarding the causes that could lead to blocking, there are some reasons about which the workers consulted in the group interviews have few objections. This is the case of administrative matters, such as not submitting proof of registration under the monotributo scheme; matters related to a worker's behaviour (talking back to a customer or to a technical support operator); or issues related to failing to comply with the stipulated way to work (such as not arriving on time to pick up or deliver an order).⁴¹

But blocking can also be due to reasons that are perceived as highly arbitrary by the respondents. As such, they mention blocking due to incorrect delivery of the product by the supplier shop (which is consequently rejected by the customer, who complains). This situation is usually beyond the workers' control, considering that orders are often delivered sealed. Another source of blocking perceived to be unfair is related to the impossibility of responding to calls from technical support. In such cases, the respondents point out that they are limited by safety rules, given that they cannot take calls while they are driving. Furthermore, when blocking occurs due to carrying a cash amount belonging to the platform that is greater than what is allowed, many workers point out that when this limit is exceeded on a weekend, there is no way to make the required deposit / pay-in (given that the deposit

41. In the specific case of a worker of PedidosYa in a dependent relationship, not agreeing to do a delivery run invariably leads to being "suspended" for a certain period of time, which will be deducted from their wage at the end of the month.

channels are closed), consequently leading to arbitrary suspension in such cases. Finally, there has also been blocking, perceived to be highly unfair, due to worker participation in protests (this point will be discussed further below).

The mechanism for becoming “unblocked” involves, in all cases and regardless of the cause, having to go to the platform’s offices to try to resolve the dispute. The process takes time, which affects the possibility of working and generating income. Likewise, as it can be seen in the workers’ comments, being able to reverse a blocking is not always assured:

- “They block us and we have to go to the office, and nobody pays you for that.” (Manuel)
- “Yes, you have to go there.” (Enzo, Argentinian, wage earner of PedidosYa)
- “Yes, and you lose the whole day, or if they block you on a Friday, you lose the whole weekend.” (Leonardo, Venezuelan, Glovo)
- “You have to wait until Monday.” (Enzo, Argentinian, wage earner of PedidosYa)
- **“And when you go there, what happens?”**
 - “And you go and they make you take a number and wait. You tell them that you were blocked for such a reason, and they explain it to you, and if they can unblock you, they do; but if not ... they tell you no and that’s it. That’s how they keep adding people ... they renew their staff.” (Enzo, Argentinian, wage earner of PedidosYa) (Group 1)

Complaints because of blocking are made individually by the couriers and are therefore not the result of a collective protest such as one that could be driven by union intervention. This represents a type of “decollectivization” of action, which leaves the responsibility for managing the problem in the individual’s hands, subsequently resulting in consequent asymmetry in the capacity and results of such actions. The incipient organizational movements that are observed in the sector (see Section 6.5) could, if they become consolidated and strengthened, channel and manage these claims with the support of union intervention.

Despite the penalties, the workers state that it is possible to reject an order. In fact, 74.5 per cent of the workers think that they can reject orders without repercussions. Deliveries at distances that are deemed excessive or to zones that are perceived as dangerous are among the most common reasons for doing so.

5.4. Communication between platforms and workers

The described form of work and the consequent labour dynamic that is established means that there needs to be constant communication with the platform. Yet certain limitations and difficulties in the communications between workers and platform administrators are detected. The analysed platforms have a system whereby the workers can contact the administrators or technical support for the application, but in practice the responses can be slow or unsatisfactory or might never arrive. The vast majority of the respondents (85.7 per cent) state that the platform for which they work has a formal procedure according to which the couriers can request advice or help or whereby they can make a claim. During the group interviews, the workers were consulted about how the exchange

with technical support works at their respective companies, and they highlighted some problems that originate from a slow response to their consultations:

“For example, on Saturday I went out to work at night because there are a lot of orders ... An order came up to go to Vicente López, a distance of 7 kilometres, and it was raining quite a bit. So I wrote to support around midnight saying that I wouldn’t be able to take the order because it was raining too much, and maybe 20 minutes went by and they hadn’t responded. I went there, I couldn’t find the shop, and right when I arrived, support called and told me: ‘OK, it’s all right, we’re going to cancel the order.’” (Jorge, Venezuelan, Rappi) (Group 2)

The respondents also hint that there is a certain detachment and lack of empathy from the technical support staff, with little difference between platforms. In some cases, the situation is attributed to the fact that these operators are located in other countries, but they also mention situations of general indifference to the respondents’ circumstances and needs:

“More than once I received orders for Córdoba, La Plata, Rosario, Tucumán [referring to other provinces of the country, far from the city of Buenos Aires]. It’s insane, because you just have to get out the map and it shows you Argentina... Once I said to the guy [from technical support]: ‘I was given an order from Rosario’. It took 20 minutes for a reply, and he said: ‘You don’t have any way to take it?’ You could tell the kid was from somewhere else, and I said jokingly: ‘If they pay me for the air fare, I’ll take it, but by bike it’s going to take 3 or 4 days’. Can you believe he got upset and was about to suspend me?” (Nicolás, Argentinian, wage earner of PedidosYa)

These communication difficulties are even more important if you consider that there is a fairly urgent need for the workers to contact the platform, mainly because of the nature of the job and because of a worker’s exposure to various contingencies. In fact, 61.8 per cent of the surveyed workers affirm that they have filed a claim at some point or have requested assistance. Among the most common reasons for making such claims or requests, they point out the cancellation of orders, issues related to payment or technical problems with the application, all of which are matters indicated by approximately 40 per cent of the respondents. The existence of conflicts, either with the customer or with the supplier of the product to be delivered, is indicated as the reason for requesting assistance in 20 per cent of the cases.

While based on the survey it is not possible to determine whether the issues posed in these requests for assistance are specific or if they could be considered more general, communication between the workers and the platform would benefit if regular meetings were held. But this option has not yet been put to extensive use, given that only 24.5 per cent of the respondents state that the platform calls meetings with their workers.

6. Labour conditions on delivery platforms

6.1. Workday and working hours

A frequent argument related to the benefits of working on digital platforms is that couriers have the possibility of choosing their own schedule. In principle, this work offers flexibility to participants regarding the volume of work they perform and how they organize their tasks. However, in actual practice, the work is characterized by the workers being engaged a considerable number of hours. On average, they work 8.21 hours in a typical workday, with a mean of somewhat over 13 deliveries per day, while waiting an average of 17 minutes between orders. This intensity is present in terms of both hours per day and the number of days worked per week. In fact, those who work every day also work more hours per day on average (Table 2).

The long workdays that are repeated nearly seven days a week are a constant, although there are differences if personal characteristics are considered. On average, women work fewer hours per day and fewer days per week than their male colleagues. The low percentage of women who work at night is notable, which could be explained by having to combine the activity with care responsibilities and/or wanting to avoid the security risks associated with night-time hours. The economic difficulties faced by migrant workers upon arriving in the country could explain why they work more hours per day and are engaged in the activity a greater number of days. This behaviour is in clear contrast to those born in CABA, whose probability of working every day of the week is 11 percentage points below the average.

The composition of the worker's household also appears to play an important role, given that the presence of dependants reduces the likelihood of working every day of the week but leads to an increase in the average number of hours worked during a typical workday. Moreover, couriers who combine the activity with studies or another job work approximately one hour and a half less per workday. And while those who combine the activity with their studies work nearly the same number of days per week as the average worker, those who have another job are nearly 5 percentage points less likely to work every day of the week.

There are also differences in the time intensity due to questions related to how the activity is performed. Specifically, couriers who ride a motorcycle work more hours per day, but they are less likely to work every day of the week. The lower physical exertion associated with this vehicle would explain why these couriers are able to work more hours per day, thereby allowing them to adjust the number of days. Finally, as expected, the score⁴² plays a determinate role in how many hours are worked. A higher score seems to be related to more hours over more days. This clearly shows the correlation associated with the fact that more time worked is rewarded with a higher score.

42. The responses by the surveyed workers regarding the value of their scores encompassed a variety of criteria, wherefore the scores were consequently standardized on an ascending scale from 1 to 100. Thus, the scores reported in terms of percentages (mainly linked to Glovo) were considered in their absolute value. Scores that recorded values of between 1 and 10 were taken to the corresponding scale of 100. Ratings by levels or stars were also used. According to what is observed in courier groups on social media, PedidosYa uses levels from 6 to 1 (maximum), while Rappi goes from 1 (minimum) to 3. In turn, scores according to stars (linked almost exclusively to Rappi) had a range from 1 to 5. Considering the different scales for each case, the standardization criterion consisted in proportionally distributing the responses among values from 1 to 100. For example, Level 2 was standardized to a value of 83.33 for PedidosYa and a value of 66.67 for Rappi. In turn, a 4-star rating was given a value of 80. Finally, values from 1 to 4 were given to the responses of "Normal", "Good", "Excellent" and "Expert", which were then distributed according to the aforementioned logic.

However, this variable can be observed to be U-shaped. Those who have a lower score also work more hours and more days per week than the mean. This could be explained by their recent arrival to the activity and the consequent need to work more hours in order to quickly earn a higher score (Table 2).

This exhausting dedication to the activity inevitably leads to questioning the flexibility and autonomy that initially characterize work on digital platforms. In this regard, when participants in the group interviews were asked to reflect on the subject of time flexibility, their assessments were usually marked by contradictions. While this time flexibility is initially weighted, it tends to be quickly played down, depending on the joint reflection.

On the one hand, there are certain difficulties associated with the decision to work few hours. As such, the subject of a worker's score leads them to think that it is important to maintain an (intensive) pace of work, given that the platforms will offer more opportunities – to make deliveries, to choose schedules, etc. – to those who complete a greater number of deliveries:

- “At Glovo the whole thing about schedule flexibility isn't very feasible, because if you don't work, you won't have a score, and then you're given only one hour a day.” (Manuel, Venezuelan, Rappi, 60 hours per week)
- “No, of course you have to have a good score.” (Gabriel, Argentinian, Glovo, 56 hours per week)
- “You have to work a lot for that.” (Enzo, Argentinian, wage earner of PedidosYa, 25 hours per week) (Group 1)

The possibility of being able to choose exactly when to work is also relative when certain reflections are considered. Such choices are influenced, on the one hand, by the time slots that the platforms generally open up, and on the other, they are influenced by the existence of certain schedules that couriers need to get (because of the higher demand for orders related to those schedules), not just to guarantee better income but also to keep their scores.

In any event, what the workers relate is confirmed by the quantitative data, thereby suggesting that, in the majority of situations in which a worker is exclusively dependent on this job, the time dedication borders on self-exploitation. In general, the participants agree that, in order for the occupation “to be worthwhile”, you have to be on the street approximately 12 hours per day, with only one day off per week:

- “But you have to be constant and work 12 hours.” (Enzo, Argentinian, wage earner of PedidosYa, 25 hours per week)
- “Take only one day off, which can't be on the weekend.” (Leonardo, Venezuelan, Glovo, 60 hours per week) (Group 1)

Such time dedication is necessary if a courier wants to depend exclusively on this activity, as it is observed in 89.4 per cent of the respondents who state that working as a courier through digital platforms is their main source of income. In fact, the quantitative data show that 45.8 per cent of the surveyed workers work at least one day per week involving over 10 hours per day, and 35 per cent have one typical workday when they work at least 10 hours or more.

Table 2
Hours worked per week, hours worked per day, days worked per week and night-time work

	Obs.	Hours worked in the week of reference (average)	Hours worked in a typical workday (average)	Days worked per week (average)	Works every day of the week (percentage)	Works night-time hours (percentage)
Total respondents	539	49,7	8,21	6,20	49,4%	52,5%
Sex						
Female	70	37,54	7,95	5,91	37,1%	42,5%
Male	468	51,49	8,25	6,24	51,1%	54,0%
Age						
18 a 24 years	182	46,56	8,12	6,18	46,7%	49,5%
25 a 34 years	259	50,61	8,17	6,19	49,4%	55,7%
35 a 44 years	65	54,26	8,51	6,28	52,3%	46,5%
45 o más	29	51,69	8,28	6,41	62,1%	55,6%
Place of birth						
CABA	99	37,66	6,83	5,77	38,4%	47,0%
Rest of Argentina	29	38,66	7,23	5,76	31,0%	69,2%
Other country	410	53,42	8,68	6,33	53,4%	53,2%
Depend economically on the courier	169	50,62	8,63	6,09	44,6%	54,7%
Is studying	85	39,96	6,53	6,11	49,4%	49,1%
Has another job	92	38,03	6,37	5,88	44,6%	50,0%
Experience working as a courier						
Less than 6 months	300	49,10	8,16	6,24	48,2%	52,6%
6 months or more	239	50,41	8,27	6,15	51,0%	52,8%
Vehicle used						
Bicycle	392	48,51	8,00	6,22	50,3%	53,8%
Motorcycle or scooter	147	52,82	8,69	6,16	47,3%	50,0%
Days worked per week						
Every day	266	59,11	8,85			53,6%
6 days, off on Sunday	58	43,86	7,94			37,2%
6 days, off on Monday	57	46,62	8,23			78,8%
6 days, off another day	59	47,95	8,35			54,8%
Less than 6 days	98	30,02	6,07			42,9%
Score						
0 a 25	31	49,19	8,44	6,39	51,6%	54,8%
26 a 50	79	42,70	7,63	6,23	41,8%	48,1%
51 a 75	42	42,81	7,70	5,90	42,9%	52,4%
76 a 100	146	48,56	8,64	6,41	56,6%	54,5%

Note: Information about the hours worked in a typical workday, about working during night-time hours and about the score is only available for workers interviewed through the survey of workers of delivery platforms and not for the workers included in the National Directorate study. Information about the days worked corresponds to a typical week in the case of the survey of delivery platform workers and to the week prior to the interview in the case of the National Directorate study.

Source: Own preparation based on the National Directorate study and on the survey of delivery platform workers.

It is especially noteworthy that, despite the intensity in the number of hours worked, nearly half of those surveyed state that they would like to be able to work more as a courier through applications, indicating the desire to work 6 more hours per week on average. Nevertheless, when asked why they do not work more hours, the majority point to factors related to the intensity of the activity, such as the associated physical exhaustion (indicated in 28 per cent of the cases), in addition to not having the availability to work more (26.7 per cent). Reasons of lesser importance include not enough work available (18 per cent), a lack of safety in other time slots (10.7 per cent) or the pay is not good enough (8 per cent).

6.2. Income

One of the particular characteristics of delivery platform work in Argentina is that this activity represents the main source of income for the majority of the workers, unlike what happens in the case of other platforms or countries. For 89.4 per cent of the respondents, their job as a courier is their main source of income, and only 21 per cent have funds coming from other sources. In these cases, the delivery activity represents an average of 60.7 per cent of their total income. This situation clearly differs from what is observed for the average of all platforms that are operating in Argentina, where little more than 61 per cent of the workers affirm that their job on the platform is their main source of income, and over half (51.8 per cent) also hold other jobs from which they receive income (Madariaga *et al.*, 2019).

Perhaps one of the greatest attractions of these platforms is the remuneration they offer. The results of the survey show that, on average, the workers earn ARS5,258.10 (\$122.74)⁴³ per week⁴⁴ or ARS21,032.40 (\$490.96) per month, an amount that is higher than the country's minimum wage (SMVM) (ARS16,875; \$393.80)⁴⁵ and similar to the average wage nationally (ARS21,622.40 or \$504.60).⁴⁶ However, the wage is relatively high mainly due to the greater number of hours that workers work per week (49.7 hours on average), as it was detailed in the preceding section. And when comparing the income earned by these workers with that which could eventually be earned in other activities outside of the platform economy, it is important to keep in mind that not only does the monotributo payment have to be deducted from their gross wages, but also other expenses that are necessary to perform the activity. Furthermore, unlike workers in an employment relationship, platform workers do not receive any income if they are sick or take holidays.

There are considerable differences among delivery platform workers with respect to their pay when we consider the different personal and professional circumstances (Table 3). For example, the weekly earnings of males are on average 1.2 times higher than what is earned by women in the sector. This difference is mainly due to the number of hours worked, given that the gap is inverted with respect to the income per hour, considering that women earn an average of ARS20 more per hour worked (see Table 6 in Annex II). A more detailed look at the study reveals that the difference could be due

43. Calculated according to the \$-ARS exchange rate for July 2019.

44. The figures correspond to the average earnings of the surveyed workers during the week prior to the interview.

45. Ministry of Production and Labour, National Council of Employment, Productivity and the Vital and Mobile Minimum Wage. Resolution 6/2019 of 30 August 2019 (<https://www.boletinoficial.gob.ar/detalleAviso/primera/215268/20190902>)

46. This is the income from the main occupation for occupied persons as a whole, according to data from the Permanent Household Survey for the second quarter of 2019.

to the fact that women complete a greater number of orders per hour on average, and they have greater acceptance rates, which would mean greater efficiency in the number of deliveries per hour, thereby offsetting the fewer hours worked.⁴⁷

Workers who were born in another country on average earn more than the mean, while those who are studying or who have another job in addition to that of a courier earn significantly less than the mean. In these cases, it can also be observed that the difference is mainly due to the number of hours worked, given that the hourly income is somewhat above the average.

Regarding the vehicle used, those who mainly use a bicycle earn considerably less than the mean in a typical week: only two thirds of what they would earn if they used a motorcycle or scooter. This gap is also observed in the hourly income, thereby reflecting the difference between one means of transport and another regarding the capacity to handle orders. While there is an income gap that favours the use of a motorcycle or scooter as the means of transport, it is important to keep in mind that these vehicles involve greater costs related to fuel, insurance and maintenance.

What is even more surprising is the result regarding the days worked. Those who work every day can earn ARS900 (\$21) more per week than the mean, but their hourly income is less than the average. This result suggests that those who work every day can be more selective about orders, considering that they have lower order acceptance rates.

Similarly and logically, those who work fewer than 5 days per week earn considerably less per week, but their average earnings per hour is higher than the mean and is more than ARS2 (\$0.39) per hour above those who work every day. It can therefore be seen that, when choosing the workdays or schedules, those who work less intensely follow a strategy of choosing those hours that are more profitable (meaning those hours that involve a higher rate per order). This selection strategy is also observed when the average weekly earnings are compared among those who work 6 days per week (according to the day that is taken off). Lower earnings per hour is thus associated with working on Mondays, and therefore greater income is related to working any other day of the week, especially Fridays, Saturdays and Sundays.

Figure 15 presents the income distribution in a week according to sex, place of birth, main vehicle and compatibility with another job. In general, the income distribution is shifted to the left (less remuneration), which indicates that there is a high proportion of workers whose income is less than the average income in a typical week. Moreover, the figure also shows that the income of women, of those born in Argentina, of those who use a bicycle as the main vehicle and of those who have another job is highly skewed to the lower limit of the distribution. Conversely, the income distribution of workers who are male, who are born in another country, who use a motorcycle or scooter as the main vehicle and who do not have another job is more similar.

47. Statistical tests were performed to check if there were significant differences between women and men regarding the factors that could explain the inequalities in income per hour. These tests considered variables such as the vehicle used, the acceptance rate, the number of deliveries per hour, the wait time between orders, the score and the type of time slot. Only the following variables had differences that were statistically significant: the number of orders per hour, the vehicle used and the acceptance rate.

Table 3
Earnings in a working week (Argentine pesos)

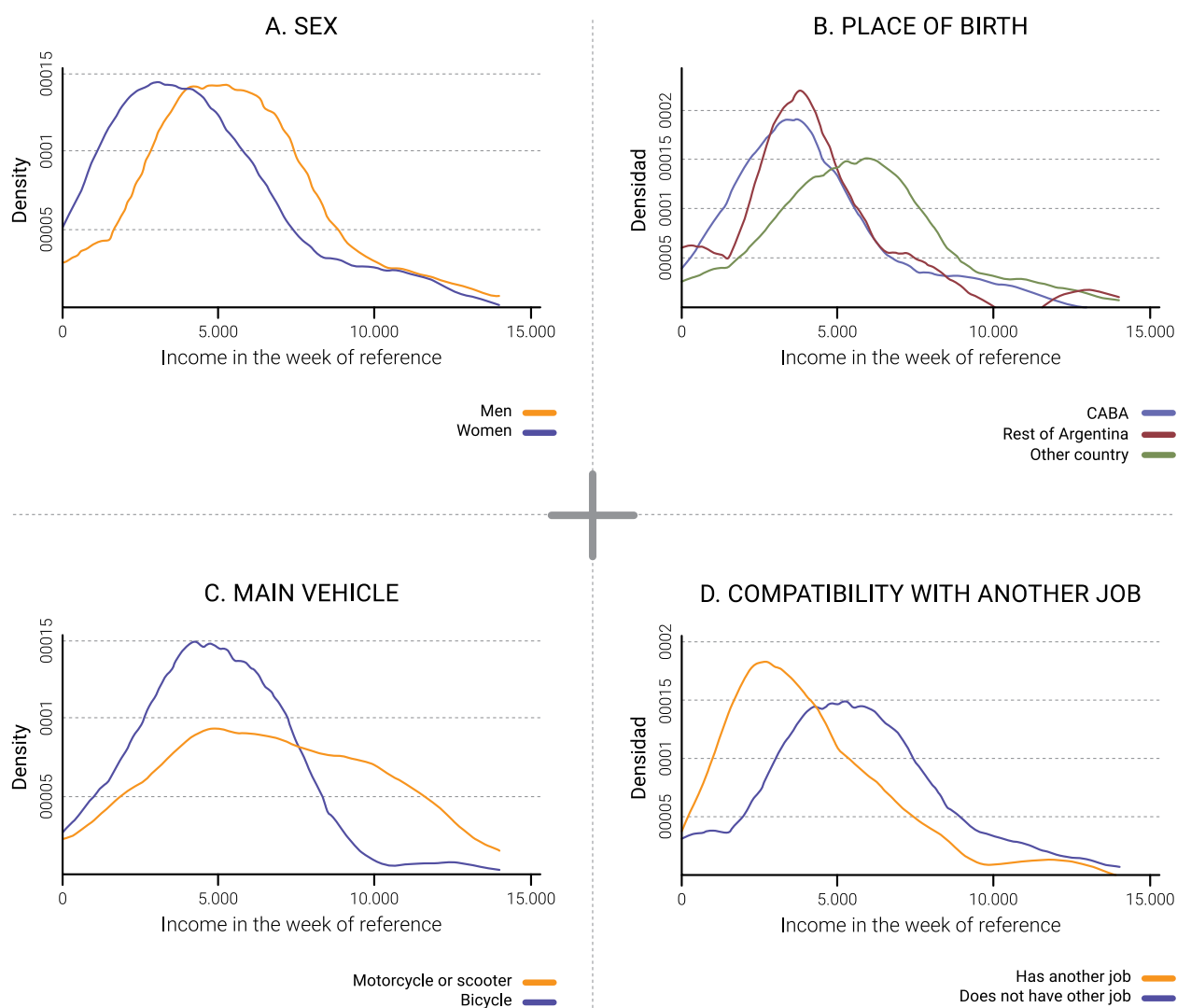
	Obs.	Mean	Median	Standard deviation
Total respondents	521	5.258,1	5.000	2.782,2
Sex				
Female	68	4.340,8	4.000	2.760,1
Male	452	5.400,0	5.250	2.763,9
Age				
18 a 24 years	175	4.694,9	4.650	2.636,0
25 a 34 years	252	5.565,5	5.325	2.796,7
35 a 44 years	63	5.843,2	5.400	2.884,1
45 o más	27	4.846,7	4.520	2.870,6
Place of birth				
CABA	97	4.147,9	3.700	2.488,0
Rest of Argentina	29	4.143,4	3.657	2.714,2
Other country	394	5.614,4	5.545	2.771,5
Depend economically on the courier	161	5.255,8	5.100	2.924,7
Is studying	78	4.205,1	3.825	2.681,3
Has another job	85	4.036,8	3.400	2.478,2
Experience working as a courier				
Less than 6 months	292	5.160,0	5.000	2.576,9
6 months or more	229	5.383,3	5.000	3.025,0
Vehicle used				
Bicycle	380	4.817,8	4.800	2.396,2
Motorcycle or scooter	141	6.444,7	6.000	3.355,9
Days worked per week				
Every day	251	6.142,8	6.000	2.606,3
6 days, off on Sunday	57	4.609,3	4.000	3.136,7
6 days, off on Monday	56	5.130,1	5.325	2.897,6
6 days, off another day	59	5.118,4	4.900	2.309,9
Less than 6 days	98	3.527,0	3.245	2.244,0
Workday intensity				
Up to 6 hours	115	3.283,8	3.000	1.733,6
More than 6 hours	406	5.817,4	5.849	2.769,9
Less than or equal to the mean	255	3.886,2	3.750	2.076,7
Greater than the mean	266	6.573,4	6.500	2.740,0
Works night-time hours	156	5.336,0	5.000	2.654,7
Score				
0 a 25	31	5.683,2	5.800	2.476,9
26 a 50	79	4.425,5	4.000	2.626,6
51 a 75	41	4.739,0	4.100	2.644,7
76 a 100	144	5.539,9	5.500	2.884,5

Note: Information about the score and about working during night-time hours is only available for workers interviewed through the survey of workers of delivery platforms and not for the workers included in the National Directorate study.

Those observations with a weekly income above the 99th percentile have been eliminated.

Source: Own preparation based on the National Directorate study and on the survey of delivery platform workers.

Figure 15
Distribution of income in the week of reference



Note: The density functions were obtained using the Kernel Epanechnikov estimator with an optimum bandwidth. Those observations with a weekly income above the 99th percentile have been eliminated.

Source: Own preparation based on the National Directorate study and on the survey of workers of delivery platforms (N = 522).

When assessing the income coming from the activity, the investment required to perform this type of work and the recurring expenses assumed by the couriers must also be considered. Indeed, there are many expenses associated with performing this activity. In addition to the initial courier kit (box, uniform, etc.), there is the monotributo payment and the payment made by the couriers to the platform itself – at the time of the interviews, it was approximately ARS600 (\$15.50) per month. Moreover, many respondents – especially foreigners – pay for billing services to have these kinds of processes handled for them. Couriers must also have a data plan for their mobile phone (the respondents spend an average of ARS2,148.50 (\$50.10) on their mobile phone bill each month), they must maintain their vehicles (tires and general maintenance) and motorcycle and scooter riders must pay for fuel. If these costs are also considered, it is estimated that the workers spend an average of ARS3,270.38 (\$76.30) per month on expenses.

When discussing the expenses associated with performing the job, many workers point out the importance of tips to help them get by. At least 96.7 per cent of the respondents state that they receive tips, which they estimate to represent an average of 10.9 per cent of their income coming from working on platforms. Their stories show the importance of this income, especially as a way to have cash on a daily basis:

- “Tips are very important because sometimes you depend on them during the day.” (Enzo, Argentinian, wage earner of PedidosYa)
- “Out of 100 customers, 30 give you a tip, and it’s important because at least it helps you to pay for fuel.” (Leonardo, Venezuelan, Glovo)
- “For your cigarettes if you smoke, or for your fuel if you don’t.” (Manuel, Venezuelan, Rappi)
- “I use it for topping up [the mobile phone] or to buy a patch kit [for bicycle tires]. I always carry a spare tube for when I get a flat, which I change when it happens, because you assume it’s going to happen.” (Enzo, Argentinian, wage earner of PedidosYa)
- “Me? For fuel or if I want to buy a cookie.” (Leonardo, Venezuelan, Glovo)
- “It’s really important because the base rate [of a delivery run] is 40 [pesos], and if they give you 15 pesos, you’re up to 55.” (Manuel, Venezuelan, Rappi) (Group 1)⁴⁸

One difficulty in this sense is that the platforms offer the possibility of adding the tip to the total delivery cost, which can be and is usually paid with a debit or credit card. In these cases, workers frequently experience difficulties confirming the existence of these tips and/or determining if the platform transfers them or not:

- “It is my understanding that the application allows consumers to choose an amount for giving the courier a tip.” (Lisandro, Argentinian, wage earner of PedidosYa)
- “Yeah, but you don’t see it.” (María Luisa, Argentinian, Rappi)
- “It never reaches the courier.” (Lisandro, Argentinian, wage earner of PedidosYa)

48. In March 2019, the US\$-ARS exchange rate was at 1 to 38.7.

– “You have to tell them [the customer]: ‘Look, they don’t give me the tip’, and then they give it to you in cash.” (María Luisa, Argentinian, Rappi) (Group 2)

Regarding financial sufficiency according to what the workers state, less than half (46.5 per cent) consider the pay they receive to be fair. Nearly 59 per cent state that their income is sufficient for covering the household expenses and financial obligations, and on average they can save approximately 17.8 per cent of their monthly income.

6.3. Access to social protection

Regarding access to social security, the vast majority of these workers, as it was previously stated, are subject to the simplified scheme of small contributors. This is an integrated tax scheme that, in a single monthly payment, combines the tax obligations for both health and social welfare (health insurance and retirement), which is why it’s called “*monotributo*” (literally, “single tax”).

Under this scheme, workers can access three of the five social security components: a) insurance for old age (retirement), disability and death; b) family allowances;⁴⁹ and c) health insurance.⁵⁰ However, they are marginalized from access to d) occupational risk insurance and e) unemployment insurance. The wage earners of PedidosYa are the exception, who, because of their labour relationship as employees, do have access to the aforementioned 5 components (Table 4).

49. This refers to certain monetary amounts that are credited for dependent relatives, meaning for persons who are dependent on the income generated by the worker (children under the age of 18 years or spouses, parents or other dependent family members who do not have their own income).

50. Workers who are signed up under the simplified scheme can, through a fixed contribution, access a basic coverage plan (Mandatory Medical Programme – Act 23360/89 and Resolution 201/2002 of the Ministry of Health) through the health insurance included in the register administered by the Health Insurance Supervisory Authority. The family group can also be included through an additional fixed contribution for each member.

Table 4

Legal social security coverage by category of registration in the Argentinian Integrated Social Insurance System (SIPA)

Social security coverage					
	Retirement contributions	Health insurance	Family allowances	Occupational risk coverage	Unemployment insurance
Relationship of dependence	✓	✓	✓	✓	✓
Self-employed workers	✓	✗	✗	✗	✗
Simplified scheme	✓	✓	✓	✗	✗

Source: Casali et. al. (2018).

Regarding the legal coverage of social security, there is profound inequality between wage earners and self-employed workers, especially *monotributo* workers. These differences in social protection coverage are multiplied by the gaps in access to labour rights, such as paid vacation, bonuses or maternity leave.

The quantitative data show that 4 out of every 10 surveyed workers do not have or do not know if they have health coverage, and nearly one fourth state that they do not make retirement contributions. Moreover, half of those who work in this sector do not have an Occupational Risk Insurer (ART) or any accident insurance or any other kind of coverage in the event of an occupational accident, and 30 per cent do not know if they have coverage in this regard.

However, when discussing the limitations of this coverage in the group interviews, there does not seem to be any major concern about it. This is perhaps due to the fact that previous formal wage-earning experiences are scarce, the fact that this worker population is mainly young and/or the fact that the majority of these workers are recent immigrants.

Regarding access to health insurance through the health insurance system, the discussion about subjects such as knowledge of this right and how useful such insurance is led to dissimilar reactions among the respondents. Especially among the Venezuelan workers who had arrived recently in the country, a lack of information was observed with respect to the health coverage offered by the *monotributo* tax. In this regard, they usually remarked that they resort to the public sector and, when possible, they finance expenses out of their own pocket through private services:

- “Do you have health occupational health insurance?”
- “No.” (Leonardo, Venezuelan, Glovo)
- “No.” (Jonathan, Venezuelan, Rappi)
- “I [use] the public system.” (Gabriel, Venezuelan, Glovo)
- “Public.” (Leonardo, Venezuelan, Glovo)
- “Public or out of my own pocket.” (Jonathan, Venezuelan, Rappi)
- “And yes, if you go through the public system, you have to be patient about being taken care of.” (Enzo, Argentinian, wage earner of PedidosYa) (Group 1)

However, the lack of information is not exclusive to Venezuelan immigrants. For example, in the focus group interviews, usually there was knowledge about the right of access to health insurance, but its effective use was hindered by a lack of knowledge about how the system works. Consequently, several workers stated that they know that they had health insurance, but they did not remember the name or they had never used it. Another frequent situation was the fact that the workers knew that they had health insurance, but they discarded it as a possibility. In this regard, the lack of adequate geographic coverage by many of these entities, as well as the existence of numerous medical services with co-payments by the worker, discourages use of the service.

The absence of occupational accident insurance is the issue that generates the most concern among *monotributo* workers. In fact, having an ART is at the top of the demands, basically because of the risks associated with this activity:⁵¹

- “[It is a risky activity due to] thefts and accidents.” (Lisandro, Argentinian, wage earner of PedidosYa)
- “You’re dealing with phone calls and have to answer them.” (María Luisa, Argentinian, Rappi) (Group 2)

However, it should be pointed out that Glovo offers personal accident insurance to workers, which covers death, partial and permanent disability, bone fractures, medical expenses, etc.

6.4. Occupational health and safety

The absence of accident insurance means a lack of access to benefits if accidents do occur. But it is important to consider the reasons why this absence is of special concern with respect to the delivery activity. The situation of these workers makes occupational risk prevention just as important as compensation systems in the event of an accident.

51. In mid-2019, pressured by a court ruling, these platforms began to take out personal accident insurance or to require that workers take out this insurance. However, unlike an ART, such personal insurance only covers up to a certain amount (generally low, but it can vary according to the type of contract), regardless of the injury. Personal insurance is also differentiated from ARTs in that the former does not cover illnesses related to performing the activity.

In fact, 22.2 per cent of the respondents had been the victim of a robbery or theft on the job as a courier, and 20 per cent had had an occupational accident while working.⁵² In 40.4 per cent of the cases, the accident affected the courier's ability to continue with their tasks, and the average time off work due to an accident was 8.6 days. At least 69.5 per cent declared having had some personal expense related to such an accident, and only 5 per cent received support from the enterprise that manages the platform.

One of the focus groups included the participation of Sergio, a Venezuelan engineer who recently lost a tooth after being run over on the street. The conversation about it allows seeing how vulnerable these workers are to such eventualities:

– “In ... December I had an accident. Nobody takes responsibility for it. I had an order, and [the technical support operator] was trying to re-assign the order, without even asking: How are you? It took them 4 hours to learn about my accident. I guess they saw that I was in the same place for hours and then realized it.

– **... Where did they take care of you after you had the accident?**

– At the Rivadavia [hospital].

– **And the dental work that you need done?**

– I haven't had it done yet. It will cost ARS 20,000. ARS 20,000 represents my rent for two months. Between the rent and the tooth ... it will take a while ... that's where own-account employment comes into play, when we have an accident. 'You're self-employed, take care of the costs yourself'.” (Sergio, Venezuelan, Glovo) (Group 4)

Such situations without a doubt are a source of stress for the workers. Approximately 53 per cent of the respondents define their activity as stressful, with levels of equal to or greater than 6 points on a scale from 1 to 10. Regarding the reasons, road safety or physical factors are usually the part of the work considered to be the most stressful. Specifically, issues such as traffic congestion, exposure to crime and the risk of an occupational accident are pointed out as the most stressful part of the job by approximately 40 per cent of the couriers. Other aspects related to organization of the work are also often defined as stressful, including a lack of orders (39 per cent of the workers), long wait periods between orders (34 per cent) and the pressure to make deliveries quickly (25 per cent). Finally, some labour conditions such as the low pay (22.4 per cent) and long workdays (14 per cent) also come up as stress factors.

Issues related to occupational risks and, specifically, attacks due to robberies come up as triggers of some joint solidarity actions. Regarding this point, protest actions against platforms are mentioned, including some occasional results through WhatsApp or collections among the workers themselves to pay for medical care:

– “Yeah I know a guy who was handling an order in Abasto [a neighbourhood in the city of Buenos Aires], and when they robbed him they broke his jaw in three places ... they rounded up cash [his colleagues] through WhatsApp groups to pay for the guy's surgery.” (Enzo, Argentinian, wage earner of PedidosYa) (Group 1)

52. This is a high incidence, for which there are barely no differences according to the type of vehicle used.

– “In La Plata one of ‘Glovers’ was attacked and shot, and because we caused an uproar, Glovo paid for everything: hospitalization and a few days of per diem until he could go back to work. But only because we did it.” (Manuel, Venezuelan, Glovo) (Group 3)

These latter initiatives indicate the existence of organizational networks among the workers themselves, which can eventually lead to claims and protests. The following section delves more deeply into this subject.

6.5. Collective action and the organization of delivery platform workers

Despite the difficulties posed by delivery platform work with respect to organizing platform workers (due to not having a physical space for performing activities that are common to them all and due to their high turnover, among other factors), a process of collective action and organization of the sector can be observed in several countries since 2016.

These experiences of worker organization are generally self-contained, and only in some cases do they also include the support of unions. Moreover, complaint-related measures tend to be common to all organizations, and they involve not only protests that are visible in cities through the media but also agreed shutdowns based on not connecting to the application (Box 2).

Before digital delivery platforms arrived in Argentina, the urban courier and distribution activity (as the main business activity) was concentrated under what is commonly called “courier services”. Moreover, the activity could be (and still can be) developed in addition to another main activity. This is a fairly common phenomenon in the restaurant sector, in which many establishments have their own delivery service.

In this regard, there are various unions that represent the collective interests of couriers, depending on whether the delivery service is the main business activity or if it is accessory. Notable among these associations is the Union Association of Messenger and Service Motorcyclists (ASIMM), which has trade union status since July 2009 and therefore holds the capacity to legally represent collective interests due to being the most representative association in the sector. However, this trade union status is restricted to the territorial scope of the city of Buenos Aires and only regarding the couriers who, in a relationship of dependence, provide services to employers whose main business activity is that of “courier services”.⁵³

The appearance of digital platforms in the delivery sector has represented a revolution in the sector, including the collective actions taken by the sectoral workforce. The labour organization of these platforms’ workers constitutes a dynamic, changing field. In fact, towards the end of 2018 a group of couriers established a new trade association: the Platform Workers Association (APP).

The APP is, as it is inferred from its by-laws, “a primary level union entity, which will group together the workers who provide personal and regular services at enterprises engaged in the land transport of goods and people, linked to and/or contracted through digital and/or computer – ‘on demand’ – platforms through computer applications, online platforms, crowdworking and/or any

53. The trade union status has been conferred regarding the “courier services” branch of activity, therefore excluding the remaining activities over which the union organization only holds legal personality. Therefore, in these other branches of activity, the union does not legally represent the collective interests of other workers in those branches.

Box 2

Experiences related to the mobilization of delivery platform workers in selected countries

The objective of raising society's awareness regarding the situation of platform workers was notable in the first mobilizations that took place. For example, in Italy workers of the Foodora platform organized several mobilizations in October 2016 to call attention to their labour conditions and to drive negotiations with the platform. Based on that experience, the debate in the country about the need to regulate the sector was successfully put on the agenda (Leonardi *et al.*, 2019).

Likewise, initial mobilizations also originated from changes to the working conditions in the sector. Thus, in August 2017 in **France**, workers of the Deliveroo platform organized a strike in Paris, Lyon and Bordeaux to protest against the company's decision to do away with hourly pay and adopt a remuneration system linked to the number of deliveries.

Occasionally, mobilizations have been supported by the traditional unions of a country. In September 2018, workers of the Uber Eats platform in the **United Kingdom** organized a strike in London with the support of the unions, Industrial Workers of the World's Couriers Network and the Independent Workers' Union of Great Britain, to demand a minimum wage per delivery. Likewise, in May 2018 in **Germany**, the workers of various platforms, including Foodora and Deliveroo, organized by the FAU Berlin union, conducted a strike in that city to call for better wage conditions and greater transparency. Likewise, the protests by workers of the companies Foodora, Deliveroo and Uber Eats in **Australia** were notable, where, with the support of the Transport Workers Union, they protested against the precariousness of the labour conditions and against wage reductions.

The experiences of setting up organizational spaces among the workers of various companies for the purpose of demanding worker rights are also notable. For example, in **Spain** the workers of various delivery enterprises came together on a platform for demands, called Riders x Derechos ("Riders for Rights"), and they gathered in Madrid and Barcelona to protest against the independent condition of the labour relationship.

other computer medium that may replace them in the future ... Its area of action will be the entire territory that is encompassed by the Autonomous City of Buenos Aires, and this Trade Association is permanent in nature for defending the legal, professional and social interests of the represented workers in accordance with legal provisions in force...” (Article 1).

This union association was founded in October 2018, and it applied to the MTEySS (at the time, the Ministry of Production and Labour) for trade union registration, a request that is currently being processed at the National Directorate of Union Associations of the Secretariat of Labour. However, the APP is facing a series of obstacles to accessing trade union registration. Notable among them, the Union Associations Act (LAS) of Argentina – or the interpretation of the rules thereof – prohibits access to such status by unions that do not group together workers who are recognized as dependent (Mugnolo *et al.*, 2020).^{54 55}

Among workers, the rise of the APP is leading to contradictory assessments. On the one hand, some of the respondents defend the initiative based on the specifics of the activity, in which technology imposes characteristics that are different from those of traditional courier services in many aspects (“It has to be a platform union, not a courier union because ... this is something technological: our lives are being controlled by a phone”).

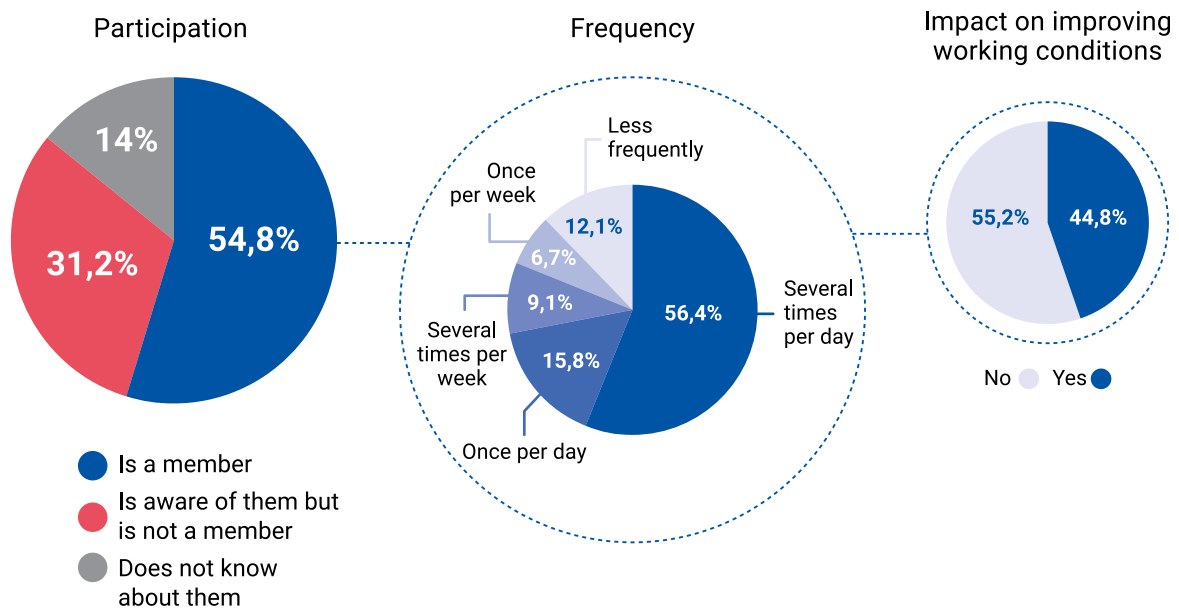
On the other hand, another group of workers maintain that the creation of this association weakens the trade union representativeness of the occupation by questioning the union organization of the traditional courier service sector, which is already legitimated through the ASIMM (“I think it’s absurd and even a move that hurts us, because the couriers union has legal personality and can group together all the workers in the category; breaking it apart like that weakens a union”).

In any event, the formal organization of these workers is work in progress, but with potential, given that the inclination to participate in collective actions is relatively high. An initial estimate of the level of interaction between these workers indicates that exchanges are frequent and rich in content, often through social networks: WhatsApp groups seem to constitute the main channel of communication, but others such as Facebook are also important. In fact, 54.8 per cent of the surveyed workers affirm that they are a member of one of these social network groups. The frequency of activity is reflected in the fact that 72 per cent of the respondents belonging to these groups state that they participate one or several times a day in exchanges in these groups. Moreover, this collective action is rated positively by the members of these groups. A least 44.8 per cent of the surveyed members state that belonging to these groups has contributed to improving the working terms and conditions and/or their earnings (Gráfico 16).

54. Moreover, a second obstacle to accessing trade union registration is related to the fact that the APP appointed Luis Roger Miguel Rojas as the Secretary General, who is of Venezuelan nationality. Article 18 of the Union Associations Act sets forth that “... seventy-five per cent (75%) of the executive and representative offices must be held by Argentinian citizens, [and] the holder of the highest office and the replacement thereof according to the by-laws must be Argentinian citizens.” This law, manifestly contrary to union freedom, is still in force in Argentina (Mugnolo *et. al.*, 2020).

55. Regarding collective action, one of the greatest challenges currently faced in several countries by platform workers is that of the possible collision between free competition laws and the rights to organize and to collective bargaining. See Rodríguez Fernández (2018b), Johnston and Land-Kazlauskas (2018) and Mugnolo, *et.al.*, 2020) for a detailed discussion in this regard.

Figure 16

Participation, frequency and impact of belonging to groups such as Facebook, WhatsApp and other social networks

Source: Own preparation based on the survey of workers of delivery platforms (N = 301).

Likewise, face-to-face interactions on the street are also common. Certain “break areas” – which are strategic in terms of the possibility of receiving orders, such as the entrances to shops associated with the platforms, certain squares and parks that are close to restaurant establishments, etc. – are also quintessential places for socializing. In fact, 60.8 per cent of the respondents state that they speak in person several times a day with other couriers about their labour situation and working conditions.

These interactions – specifically when they are related to sharing labour experiences and conditions – undoubtedly constitute the starting point for experiences related to getting organized and lodging complaints. While only a small percentage of the respondents have participated in a coordinated protest action or demonstration (6.6 per cent), the majority of the participants in the group interviews were aware of such actions. In this regard, they know about and agree with the main demands. Some of the most common ones mentioned include asking for an increase in the base rate for deliveries, ceasing to hire workers on a massive scale, claims due to delays in payments and protests related to the dismissal of colleagues:

– “I know that there was a shutdown in Rappi to get them to pay more for orders.” (Uriel, Argentinian, Rappi)

– “In the north, there were [protests] against PedidosYa about being late making payments for fuel and the bonus, and it lasted to the end of the year.” (Lisandro, Argentinian, wage earner of PedidosYa) (Group 2)

– “Today (what day is today? Tuesday? Wednesday?) they fired 450 people [referring to the dismissals at PedidosYa]. They’re at the office in an uproar, and I have to go there later.” (Enzo, Argentinian, wage earner of PedidosYa) (Group 1)

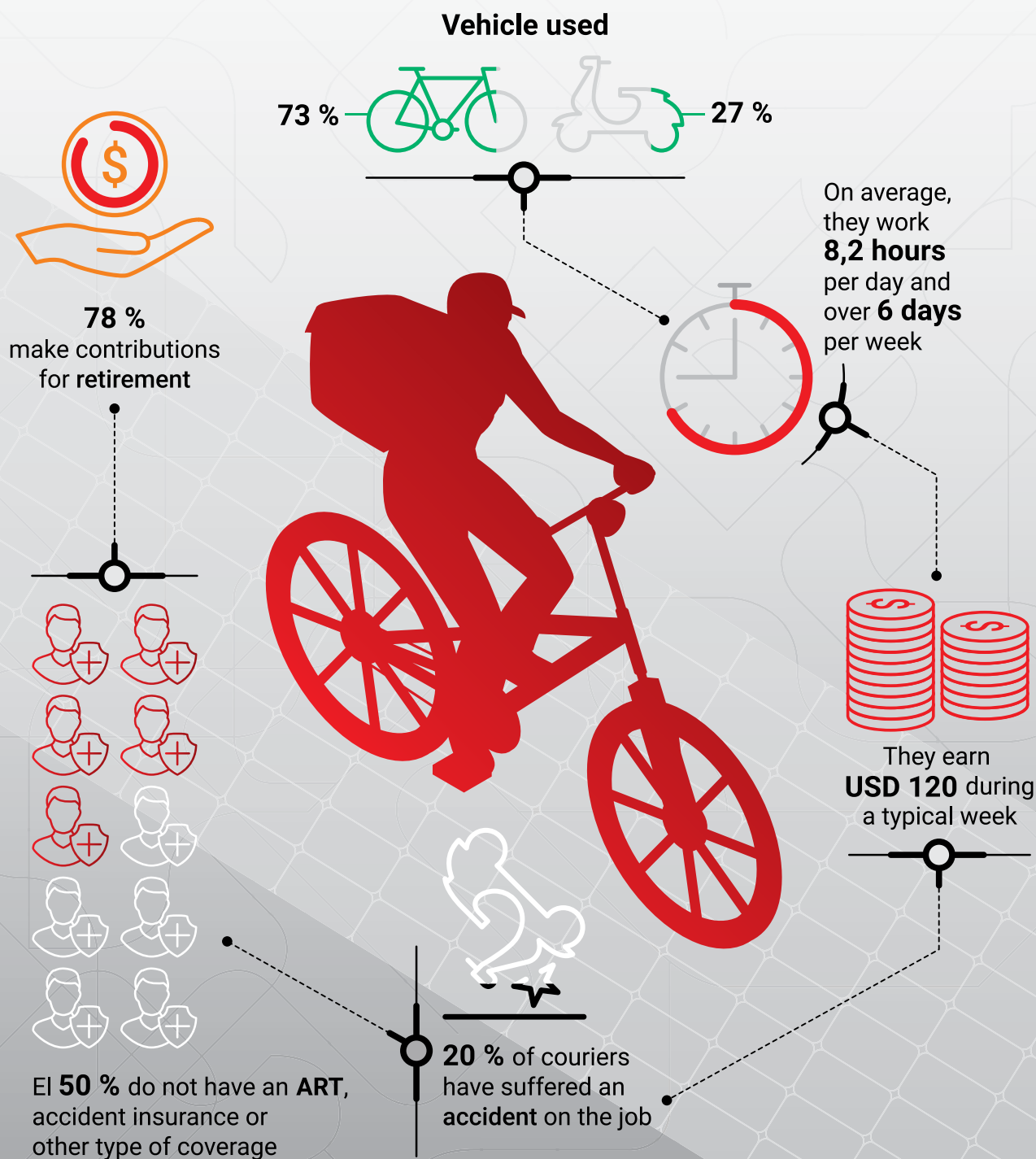
Some of the ways in which claims are usually made include a “shutdown” (meaning that the workers disconnect during a certain period of time or they simply don’t take orders) or gatherings/mobilizations at the headquarters of the platforms:

– “This weekend I didn’t work [the interviewee works for Glovo]. We initiated a campaign among WhatsApp groups and said: ‘Look, we have to shut down [seeking an increase in the rate for deliveries] because it’s a way to somehow apply pressure’. The information reached the office, because when they get the information, they start giving incentives: due to heat, due to rain. Suddenly they provide an incentive, but it’s not raining. What’s up? They got the information ... we’re trying to create a big scene, go to the company ... they say that an increase is coming in May, April, but we want it now.” (Elvis, Venezuelan, Glovo) (Group 3)

Infographic 3

Labour conditions of the delivery platform sector

Labour conditions



7. Final considerations

The analysis presented in this report shows that workers of digital delivery platforms in Argentina are characterized by being a young group, with a predominance of males and a strong presence of migrant workers, to a large extent Venezuelan, among whom a considerable percentage has taken studies at university or in higher education. In the vast majority of cases, this work represents their main source of income, in which the workers are engaged an excessive number of hours to earn a sufficient income. This time dedication in turn accentuates the labour risks they face, added to which are major limitations in terms of the social protection coverage to which they have access.

An initial consideration that comes up is related to the real flexibility provided by this type of insertion – above all in terms of the possibility of choosing the number of hours to work and when. The analysis shows that approaching the occupation as a flexible job has high costs, such as the impossibility of choosing the most convenient hours, receiving fewer or lower-value orders (leading to little or no tips) and having less access to “promotions”.

Thus, in order to be able to get the best schedules, orders and promotions that allow generating monthly income that is deemed to be sufficient, the workers state that they have to maintain a strenuous pace of work. In fact, the extreme time intensity involved with this job is far from what could be deemed a secondary, complementary activity used to earn additional income or to have while studying, especially considering the Argentinian context, where this activity usually tends to be the main means of livelihood for these workers.

The information gathered in the analysis indicates that the pace of work and how the job is performed are aspects that are evaluated through a mechanism for assigning scores, which in turn determine the future quantity and profitability of the orders that a courier receives. Despite being subject to such conditions, the respondents tend to express a certain indifference about (and even reject) the possibility that this job could be recognized as labour in a dependent relationship. Undoubtedly, the main factor operating behind this phenomenon is related to the meagre level of the country's minimum wage (which is generally far below the workers' monthly earnings), thereby working as a kind of “threat” of retribution within the framework of an occupation in a dependent relationship.

Consequently, and in accordance with all the aforementioned, there are numerous signs that would lead to questioning the independent nature of the work performed by couriers. In fact, the detailed analysis of the indicators of a labour relationship conducted in this report points to the existence of several factors that would allow challenging the qualification of these couriers as self-employed workers.

Regarding access to social protection, the fact that the enterprises that control the platforms require payment of the monotributo assures a relatively high percentage of registered workers, which also leads to a minimum threshold of coverage. While the benefits are basic in nature, and some are even absent (including sick leave), the main topic of concern in this area is related to a lack of coverage for occupational accidents. In fact, 20 per cent of the surveyed workers have suffered an accident while on the job. Therefore, experiences regarding accidents (and the associated lack of protection) tend to be well known, either related personally or according to the experience of a friend or acquaintance.

In any event, the economic urgency faced by these workers means that their main claims have focused on the need to increase the basic rate for delivery runs. The ability of platform couriers to mobilize and lodge complaints – according to the interactions of these workers in the public space and their

reach on social networks – tends to be notable versus other platform workers (Vandaele, 2018). This very situation has been noted in Argentina through several protests. Nevertheless, just like it has been observed in Europe, the specific achievements of these mobilizations have been quite meagre to date.

In any event, the organizational drive of these workers – beyond the struggles and disputes of a trade union in the process of being formed – can be viewed as a window of opportunity. Indeed, the existence of organized social agents constitutes an important step in terms of the possibility of establishing social dialogue bodies that would allow discussing and laying the foundations for the necessary agreements to improve the working conditions of the sector.

All the aforementioned suggests considerable manoeuvring room and the need to introduce improvements targeted at the workers involved. Advancement of the platform economy in the sector could constitute a privileged channel for identifying these workers and proposing regulations that tend to improve their labour situation. Finally, the fact that the activity is concentrated in a handful of platforms is a factor that should facilitate agreements and coordination for implementing policies.

Keeping these considerations in mind, some public policy proposals are set forth below, with a view to guaranteeing decent work in the delivery sector through digital platforms.

A. Improvements in the development and organization of work:

1. Guarantee that the terms of service are clearly and concisely drafted and that workers are informed of any change to or update of those terms. These terms and conditions should clearly establish the criteria for assigning and performing the service and explain not only how the algorithms that establish the assignment of tasks operate but also the following: how the remuneration is calculated, the form of payment, how the workers' data are collected and used, the mode and impact of the score that is given, the procedure in the event that a product is returned or rejected by the end consumer, the causes for blocking or disconnection and any other essential condition for performing the activity. Given that only 54 per cent of the respondents affirm having seen the document with the terms and conditions of their service and that 22 per cent of these respondents affirm that they have not read them or think that the terms and conditions are not clear enough, the platforms should offer versions of the terms of service in an easy-to-read format. Moreover, platform operators should be responsible for keeping these documents updated and for notifying the workers of any change that is made. Information about the main issues of the terms and conditions could also be included in the training sessions that the platforms offer to workers before they begin performing the activity.

2. Guarantee transparency in the payments made and the fees charged by the platforms, as well as the conditions under which workers are provided with equipment. Couriers seem to be somewhat unaware of how certain supplements of the base rate are determined, including extras due to distance, high-demand time slots or adverse weather conditions. It is therefore important for these criteria to be transparently communicated to the couriers. Likewise, the workers state concerns regarding control over the payment of tips by end consumers when those tips are paid through the application and not in cash. In this regard, the importance of excluding the tip from all billing or reporting to the company should be emphasized.

3. Guarantee that workers can appeal a failure to pay or negative evaluations, accusations of violations of the code of conduct and suspensions of accounts. The design and application of a scoring system, similarly to what happens with penalties, has a direct impact on the interests of the couriers,

wherefore there must be appeal and discussion mechanisms for whenever evaluations might be unfair. In some cases, these appeals could be reviewed by employees of the platform, and in others, it might be necessary to have an outside mediator to avoid conflicts of interest.

4. Guarantee that customers and platform operators respond quickly, politely and substantively to **communications from workers**. On some occasions, communications between the workers and the platform can be complex. Therefore, ideally a transparent process should be designed, in which the corresponding parties agree to respond within a certain period of time to queries about certain subjects, for which a maximum number of times could even be established. If the party making the query finds that the response is inadequate, a neutral third party could make a binding decision.

B. Institutional advances for worker protection:

5. Give the appropriate status to workers with respect to the conditions of the service. In the majority of cases, delivery platform workers are considered by the platforms to be self-employed workers or “independent contractors” and not employees. However, as this report has detailed, in practice there are notable elements of economic and legal dependence that must be considered. Even though no major obstacles can be seen with respect to applying the LCT to the relationships that are established in the delivery platform sector (in fact, one of the enterprises contracted all of its workers as employees for a period of time), the LCT has been framed such that it hinders the assimilation of some aspects of these types of relationships.⁵⁶ While acknowledging that service providers through delivery platforms are employees would give them a complete scheme of protection, the enterprises that manage the platforms reject this relationship of dependence. Consequently, the alternative is to require this acknowledgement through the courts, where the results have been varied and contradictory (Box 1) and where such litigation will take time and money.⁵⁷ It is therefore necessary to assess the possibility of establishing a scheme of protection that ensures that workers of digital delivery platforms have a labour status and protection according to the characteristics of the activity they perform.

6. Establish a universal labour guarantee. As it was established in the Global Commission on the Future of Work (ILO, 2019), while labour relations continue to be the main focus of labour protection and while it is necessary to examine and, if applicable, adapt the scope of application of laws and regulations to guarantee effective social protection for workers who have a labour relationship, it is also crucial to advance at the same time so that they have adequate protection regardless of their contractual arrangement. Therefore, the establishment of a universal labour guarantee is recommended, which would allow all workers, regardless of their contractual relationship or their labour situation, to enjoy their fundamental worker rights, including an adequate living wage, limits on hours of work and safe and healthy workplaces. The guarantee of these rights is especially important within the context of this study due to the vulnerability to which delivery workers in Argentina are exposed.

56. The LCT – just like many of the general statutes in the rest of the world – was drafted based on the classic employment relationship: an open-ended, full-time employment contract in service to a single employer. But unlike that arrangement, the LCT makes no express reference to schedule flexibility, to simultaneous work for more than one digital platform, to online reputation (and its consequences), to the use of technological tools for performing the work or to the conditions for accessing remuneration, among other matters, and it consequently provides no answer.

57. Individual cases are an imperfect vehicle for tackling broader issues related to distribution and social equality, and they tend to lead to alternative changes in behaviours rather than to specific changes in the social condition and the legal status of workers (Rogers, 2016).

7. Adapt the social security mechanisms so that, with respect to any contingencies (including accidents at work), they effectively cover workers in all forms of employment, regardless of the type of contract. Regarding the delivery activity through platforms, which is characterized by fragmentation of the time during which services are provided (connection/disconnection to/from the application), it is inevitable that the wages and the consequent contribution to social security will also be fragmented. This situation makes it necessary to pose alternative instruments regarding social security protection and financing, given that formulas based on contributions could mean low social protection for those who work at jobs that are discontinuous and fragmented over time.⁵⁸

8. Include training on digital skills in job training programmes. In Argentina, there is no evidence of the existence of vocational or job training projects and programmes that focus on digital skills. Instruments that are permanent and updateable, in line with the rapid transformations that are taking place, are therefore urgently needed. One of the most relevant topics that should be included in such training programmes is content related to generating knowledge about personal data governance. This training would allow future platform workers and users to know and exercise their rights regarding access to and the processing of their personal data, including the data generated as a result of their work on platforms. Significant advancements could thereby be made in balancing the advantages and equalling the opportunities that result from managing the information and data that are generated as a result of the activities on platforms. Teaching on digital skills and strengthening those skills should be targeted not only at workers but also at those who are (structurally) outside of the labour market.

9. Recognize the rights of unionization, freedom of association and collective bargaining for people who provide these delivery services. In Argentina's case, this would mean amendments of the Union Associations Act to eliminate the restriction that 75 per cent of the executive positions be held by Argentinian citizens and to expand the field of representation beyond workers who are in a relationship of dependence. This recognition of rights also represents a call to traditional unions to adapt to new representation needs and union action in the platform economy. Given the adaptability and flexibility of collective bargaining, it is also a highly valuable response instrument in view of the speed of technology-related changes. Moreover, the content of collective bargaining should ideally reflect the phenomena of new activities and their consequences on work organization.

10. Delve deeper into knowledge of the sector. Important advancements are needed to include measurements of the platform economy phenomenon by establishing official statistics, particularly regarding delivery platforms. Such measurements would allow understanding the importance of the phenomenon in the country's labour reality, monitoring the evolution of delivery platforms and raising awareness about the working conditions of the sector. In this regard, the creation of institutionalized spaces for reflection, studying, collecting data, drafting policies, etc., by Argentina's labour administration bodies would be a positive step. We therefore recommend that dialogue spaces be created, thereby involving social agents, universities, different levels of the administration, international organizations and various NGOs in the debate on all advances in regulation of the sector.

11. Sensitize citizens and raise awareness about their responsibility as consumers. The users of these platforms are able to evaluate and rate the service of the workers who take care of them, while at the same time allowing the platform to use this data, which are then evaluated and marketed. Such

58. The tendency towards a system of social protection offered by universal coverage does not mean giving up the resources from contributions, given that they ensure the active role of other contributors in the financing of social security. The ILO's own Social Floors Recommendation No. 202 states the need to maintain contributory schemes of social security, insofar as this is possible.

evaluations as consumers should be made considering the labour conditions according to which the service is provided. Given that consumers hold a central position in such cases, it would be advisable to implement consumer awareness-raising campaigns, either created by the state or from the union sector.

12. Tackle regulation within the framework of social dialogue so that any adopted measures and policies are the result of a participatory process in which all the key players are consulted. The MTEySS could promote institutions for tripartite dialogue and for producing content related to the demands of labour regulation that is suited to the phenomena of the digital economy in general and to enterprises that provide delivery services through digital platforms in particular.

Infographic 4

Policy recommendations for improving the conditions of delivery digital platforms

Public Policy Recommendations

Improvements in the development and organization of work

CLARITY AND TRANSPARENCY

In drafting the **terms of service** and the conditions regarding payments, the **fees** charged and the delivery of work equipment.



RIGHT TO APPEAL

Due to the **failure to pay**, negative **evaluations**, accusations of violations of the code of conduct and **suspensions** of accounts



EFFECTIVE COMMUNICATION

Customers and operators of platforms must respond **quickly, substantively and politely** to the communications that workers require so that they can provide the service.

Institutional advances for worker protection

SOCIAL DIALOGUE

Define measures and policies within the framework of **social dialogue** in which all key players



RAISE CONSUMER AWARENESS

Make citizens aware of their responsibility as consumers



KNOWLEDGE GENERATION

Build official statistics and analyse the working conditions in the sector to gauge its importance in the country's labour reality



UNION RIGHTS

Recognize the rights of workers in the sector to **organize, to freedom of association and to collective bargaining** and facilitate the formation of unions that represent them.



TRAINING

Incorporate training on **digital skills and data governance** in job training programmes.



AN ADEQUATE STATUS

Give workers of the sector an adequate status and classify them as legally appropriate.



UNIVERSAL LABOUR GUARANTEE

Guarantee labour rights, regardless of the contractual agreement:

1. Enjoy **fundamental labour rights**.
2. Have an adequate **living wage**.
3. Comply with **maximum work hours**.
4. Have occupational **health and safety** protection.



SOCIAL PROTECTION

Adapt social protection mechanisms to guarantee **coverage** for any labour contingency, regardless of the type of contract.



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ANNEX I / Table 5

Characteristics of the sample of workers participating in the group interviews

	Name	Age	Sex	Nationality	Education level
GROUP 1					
1	Enzo	21	Male	Argentinian	Tertiary, incomplete
2	Melina	35	Female	Argentinian	Tertiary, completed
3	Jonathan	24	Male	Venezuelan	University, completed
4	Leonardo	28	Male	Venezuelan	Secondary, completed
5	Gabriel	29	Male	Argentinian	Tertiary, incomplete
6	Manuel	21	Male	Venezuelan	Tertiary, completed
GROUP 2					
7	Lisandro	28	Male	Argentinian	University, incomplete
8	Jorge	30	Male	Venezuelan	University, completed
9	Uriel	21	Male	Argentinian	Secondary, completed
10	María Luisa	40	Female	Argentinian	Secondary, completed
11	Federico	35	Male	Argentinian	Tertiary, incomplete
12	Leila	31	Female	Venezuelan	Tertiary, incomplete
13	Betty	26	Female	Peruvian	Tertiary, incomplete
GROUP 3					
14	Michele	24	Male	Argentinian	Secondary, completed
15	Elvis	35	Male	Venezuelan	Secondary, completed
16	Julio	31	Male	Venezuelan	University, completed
17	Manuel	33	Male	Venezuelan	University, completed
18	Cristian	27	Male	Argentinian	Secondary, completed
19	Rodolfo	25	Male	Colombian	University, incomplete
20	Erwin	21	Male	Colombian	University, incomplete
GROUP 4					
21	Alejandro	22	Male	Argentinian	Secondary, incomplete
22	Jeanette	30	Female	Venezuelan	University, completed
23	Germán	35	Male	Argentinian	Secondary, completed
24	Susana	33	Female	Argentinian	Secondary, completed
25	Sergio	45	Male	Venezuelan	Tertiary, completed
26	Nicolás	34	Male	Argentinian	Tertiary, incomplete

ANNEX I / Table 5

Characteristics of the sample of workers participating in the group interviews

	Name	Platform	Hours worked per week	Approximate monthly income from this job (ARS)	Studying?
GROUP 1					
1	Enzo	PedidosYa (wage earner)	25	12..000	Yes
2	Melina	Rappi	36	12.000	-
3	Jonathan	Rappi	60	24.000	-
4	Leonardo	Glovo	60	27.000	-
5	Gabriel	Glovo	56	24.000	-
6	Manuel	Rappi	60	28.000	-
GROUP 2					
7	Lisandro	PedidosYa (wage earner)	24	12.000	Yes
8	Jorge	Rappi	30	14.000	-
9	Uriel	Rappi	30	10.000	-
10	María Luisa	Rappi	35	10.000	-
11	Federico	PedidosYa	40	25.000	-
12	Leila	Glovo	30	20.000	-
13	Betty	PedidosYa (asalariada)	20	8.000	Yes
GROUP 3					
14	Michele	PedidosYa (wage earner)	20	8.000	-
15	Elvis	Glovo	55	30.000	-
16	Julio	PedidosYa	30	16.000	Yes
17	Manuel	Glovo	60	32.000	-
18	Cristian	PedidosYa	30	18.000	-
19	Rodolfo	Glovo	40	28.000	Yes
20	Erwin	Rappi	25	16.000	Yes
GROUP 4					
21	Alejandro	Rappi	30	18.000	-
22	Jeanette	PedidosYa	25	10.000	-
23	Germán	Glovo	40	12.000	-
24	Susana	PedidosYa	54	24.000	Yes
25	Sergio	Glovo	40	16.000	-
26	Nicolás	PedidosYa (wage earner)	40	16.000	-

ANNEX I / Table 5

Characteristics of the sample of workers participating in the group interviews

	Name	Has another job? (If yes, indicate what)	Approximate monthly income from other job (ARS)	Dependants under their care or sends remittances?
GROUP 1				
1	Enzo	-	-	No
2	Melina	Singer	2.000	No
3	Jonathan	-	-	Yes (remittances)
4	Leonardo	-	-	Yes
5	Gabriel	-	-	Yes
6	Manuel	-	-	Yes (remittances)
GROUP 2				
7	Lisandro	Handyman	12.000	No
8	Jorge	-	-	Yes (remittances)
9	Uriel	-	-	No
10	María Luisa	-	-	No
11	Federico	-	-	No
12	Leila	-	-	Yes (remittances)
13	Betty	Street vending	8.000	Yes
GROUP 3				
14	Michele	Dog walker	10.000	No
15	Elvis	-	-	Yes
16	Julio	Cold storage employee	12.000	Yes
17	Manuel	-	-	Yes (remittances)
18	Cristian	-	-	No
19	Rodolfo	-	-	No
20	Erwin	Private tutor (English)	3.200	No
GROUP 4				
21	Alejandro	-	-	No
22	Jeanette	-	-	Yes
23	Germán	-	-	No
24	Susana	-	-	Yes
25	Sergio	-	-	Yes (remittances)
26	Nicolás	Building maintenance tasks	6.000	No

ANNEX I / Table 5

Characteristics of the sample of workers participating in the group interviews

	Name	Lives with	Total household income (ARS)	Household income per capita (ARS)
GROUP 1				
1	Enzo	Father and sister	50.000	16.666
2	Melina	Mother	37.000	18.500
3	Jonathan	-	24.000	24.000
4	Leonardo	Spouse and child	27.000	9.000
5	Gabriel	Spouse and child	42.000	14.000
6	Manuel	Sister	40.000	20.000
GROUP 2				
7	Lisandro	Spouse	32.000	16.000
8	Jorge	Brother	28.000	14.000
9	Uriel	Mother and grandmother	36.000	12.000
10	María Luisa	Spouse	30.000	15.000
11	Federico	Spouse	40.000	20.000
12	Leila	Friend	25.000	12.500
13	Betty	Mother and sister	24.000	8.000
GROUP 3				
14	Michele	-	20.000	20.000
15	Elvis	Spouse and child	30.000	10.000
16	Julio	Spouse and child	28.000	9.333
17	Manuel	Three friends	47.000	11.750
18	Cristian	Partner	33.000	16.500
19	Rodolfo	Spouse and sister-in-law	41.000	13.666
20	Erwin	-	19.500	19.500
GROUP 4				
21	Alejandro	Stepfather	48.000	24.000
22	Jeanette	Spouse and child	22.000	11.000
23	Germán	-	16.000	16.000
24	Susana	Child	24.000	8.000
25	Sergio	-	16.000	16.000
26	Nicolás	Mother	32.000	16.000

ANNEX I I / Table 6
Earnings per hour

	Obs.	Mean	Median	Standard deviation
Total respondents	517	116,2	106,7	64,7
Sex				
Female	67	134,8	112,3	96,9
Male	449	113,5	106,4	58,0
Age				
18 a 24 years	174	115,6	103,4	75,0
25 a 34 years	250	117,7	111,5	59,4
35 a 44 years	63	116,6	102,1	58,5
45 o más	26	106,2	87,0	57,5
Place of birth				
CABA	96	126,0	112,5	77,5
Rest of Argentina	28	109,9	121,0	54,0
Other country	392	114,2	104,3	61,8
Depend economically on the courier	160	114,4	103,4	67,1
Is studying	78	120,9	106,1	71,9
Has another job	83	125,1	106,3	72,0
Experience working as a courier				
Less than 6 months	291	118,5	105,0	72,8
6 months or more	226	113,3	108,6	52,3
Vehicle used				
Bicycle	378	111,3	100,0	66,6
Motorcycle or scooter	139	129,6	126,5	57,2
Days worked per week				
Every day	251	111,8	100,0	56,6
6 days, off on Sunday	58	116,3	117,1	67,2
6 days, off on Monday	53	120,2	114,6	78,3
6 days, off another day	59	111,3	105,9	44,4
Less than 6 days	96	128,5	121,8	82,2
Workday intensity				
Up to 6 hours	113	123,6	109,4	63,1
More than 6 hours	404	114,1	105,6	65,0
Less than or equal to the mean	248	133,0	120,8	79,5
Greater than the mean	269	100,7	100,0	41,5
Works night-time hours	156	128,6	112,5	71,4
Score				
0 a 25	30	117,7	108,6	35,6
26 a 50	79	113,5	100,0	66,1
51 a 75	41	140,1	120,3	89,2
76 a 100	140	125,5	109,7	77,9

Note: Information about the score and about working during night-time hours is only available for workers interviewed through the survey of workers of delivery platforms and not for the workers included in the National Directorate study.

Those observations with an hourly income above the 99th percentile have been eliminated.

Source: Own preparation based on the National Directorate study and on the survey of delivery platform workers.

