Fairwork

STRATIFICATION, VULNERABILITY, AND LABOUR RIGHTS OF WORKERS IN THE PLATFORM ECONOMY IN URUGUAY:

THE CHALLENGES OF REGULATION

URUGUAY 2025

Internet Society Foundation

Content

Executive Summary

The report presents the second evaluation of digital labour platforms in Uruguay, in accordance with the Fairwork project's Fair Work principles and criteria[1].

During 2025, five location-based digital platforms operating in the goods delivery and passenger transport sectors in Uruguay were evaluated: Soydelivery, Cabify,PedidosYa, Rappi, and Uber.

To this end, desk research was carried out, in addition to 28 interviews with workers, six interviews with union leaders, and representatives of the five platforms were contacted. Some of these management teams agreed to engage with us and provided the information requested to carry out the scoring.

Platform work in Uruguay is mainly concentrated in ride-hailing and delivery services, driven by the speed of access to money and the promise of flexibility, despite medium- and long-term risks, such as lack of job security, social security, and income instability.

Vulnerability in this sector, however, is far from homogeneous and manifests itself with a stratified and segmented risk structure according to the business model of each company.

The Uruguayan legal context is marked by a confrontation between consolidated labour jurisprudence and recent specific regulations. With regard to consolidated labour jurisprudence, the four Labour Appeals Courts have unanimously concluded that the link between Uber and its drivers is of a dependent labour nature. With respect to delivery drivers (PedidosYa), the jurisprudence is more recent, with rulings from first instance courts.

On the other hand, Law No. 20,396 approved in February 2025 (and regulated by Decree No. 145/025), seeks to establish minimum levels of protection, regardless of the contractual classification for ride-hailing and delivery services. However, criticism of the regulatory framework from the trade union movement points out that the law does not go beyond the judicial model and, in some respects, is regressive: it legitimizes independent hiring under conditions of covert dependence, perpetuating informality. They also maintain that it establishes a minimum floor of rights that is less comprehensive than the protections of a dependent worker and that it does not impose clear criteria for the qualification of the employment relationship.

Finally, on May 2025, Judgment No. 536/2025 of the Supreme Court of Justice (SCJ) generated a setback by ruling in favour of the applicability of an arbitration clause (before Law 20,396) in an Uber labour dispute, forcing the worker to litigate abroad. This ruling drew criticism for violating access to justice and effective judicial protection, resulting in a complaint before the Inter-American Court of Human Rights.

The results of this report indicate that, although there are some good practices (especially highlighted in Soydelivery, and some singular practices in Cabify), job insecurity is the norm in the platform economy in Uruguay. The profitability of the business model on most platforms continues to be built on the avoidance of employer responsibilities and the assumption of vulnerability by workers.

As we have already argued in the 2023 Fairwork Uruguay report, poor working conditions are avoidable, and decent and fair work can be achieved in this sector. The data presented in this report allow us to argue that the path towards strengthening full labour guarantees is viable.

Scores

FAIRWORK URUGUAY 2025

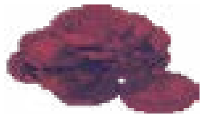
Minimum *Fair Work Standards.*

Soydelivery	8/10	●●●●●●●●○○
Cabify	0/10	○○○○○○○○○○
PedidosYa	0/10	○○○○○○○○○○
Rappi	0/10	○○○○○○○○○○
Uber	0/10	○○○○○○○○○○

The breakdown of the scores by platform is available on FAIR.WORK/URUGUAY

Key Findings

FAIR PAY



To score on this principle, platforms must ensure workers earn at least the local minimum wage (for the first threshold) and the local living wage (for the second threshold) after considering work-related costs and active hours worked. One platform (Soydelivery) was able to provide evidence that its workers earn at least the sector's minimum wage, as well as a local living wage after deducting costs[2]. Therefore, Soydelivery was awarded two points on the first and second thresholds of this principle. The rest of the platforms (PedidosYa, Rappi, Uber and Cabify) could not show they comply with the minimum wage of the corresponding sector (for the delivery activity, Level 1, Cadet, of Group 19, subgroup 09 of the Wage Councils; for the transport activity, Driver, Group 13, subgroup 14 of the Wage Councils). The minimum wage in the delivery sector is $208.72 per hour, and the living wage[3] is $271.33 per hour; while in the transportation sector it is $221.62 per hour and $288.10 per hour, respectively[4].
Although there is insufficient evidence from the information collected to determine complete compliance with Fairwork Principle 1 in four companies, it should be noted that in the transport sector, the income (after deducting costs) is higher compared to the delivery sector, which allows these workers to maintain a better standard of living.

FAIR CONDITIONS

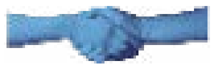
For this principle, platforms must mitigate work-related risks, ensure safe working conditions and provide a social safety net. Soydelivery was able to provide evidence on the adoption of actions to mitigate work-specific risks, such as providing work equipment and adequate training in occupational health and safety, and the design of a protocol to mitigate these risks. It also takes significant steps to ensure that workers do not suffer significant costs as a result of work-related accidents, injuries or illnesses. Therefore, Soydelivery was awarded a point on the first threshold of this principle. Cabify has also demonstrated good practices in terms of occupational hazards, although it could not demonstrate that it provides adequate training for drivers in occupational health and safety. None of the platforms were able to prove that they provide an adequate social safety net (second threshold), as they could not show that they ensure that workers do not suffer costs for work-related accidents, injuries or illnesses; nor do they provide compensation for lost income.

FAIR CONTRACTS

To satisfy this principle, terms and conditions should be accessible, readable and comprehensible; the party contracting must be subject to local law and must be identified in the contract; and the contract should not reverse the legal framework. Moreover, regardless of the workers' employment status, the contract should be free of clauses which unreasonably exclude liability on the part of the service user and/or the platform.

All platforms could be shown to provide clear and transparent terms and conditions, where the company is clearly identified and subject to Uruguayan regulations, although they weren't easily accessible in the case of PedidosYa. At the same time, these contracts could be evidenced to contain clauses that reverse the current legal framework (PedidosYa, Rappi, Uber and Cabify), as they provide for exemption clauses, prohibited by Article 9 of Law 20,396. Four platforms could show they have a personal data protection policy that is in line with Uruguayan regulations (Rappi, Soydelivery, Uber, Cabify). Four platforms (PedidosYa, Rappi, Uber and Cabify) failed to demonstrate that they do not impose unfair contractual clauses, especially considering that the terms and conditions incorporate exclusions of liability for various issues related to the execution of the work. Therefore, only Soydelivery achieved points in relation to this principle (one point for each threshold).

FAIR MANAGEMENT



For this principle, platforms must ensure due process for decisions affecting workers and provide equity in the management process. The only platform that demonstrated that it satisfied the principle of fair management was Soydelivery, as it could evidence an adequate procedure for making decisions that affect workers, and the management process is equitable. Specifically, the platform documents and protocolizes a communication channel and it has established a mechanism to appeal decisions, as well as a policy against discrimination, and promotion of equality and diversity through a series of measures, among other examples. Therefore, Soydelivery was awarded two points for this principle. The remaining four companies (PedidosYa, Rappi, Uber and Cabify) have not provided enough evidence of compliance with this principle. In the case of Cabify, where, unlike the other three companies, the existence of several channels where drivers can make proposals to the platform has been verified, these could not be shown to be documented and to be effective for workers.

FAIR REPRESENTATION

To satisfy this principle, platforms must assure freedom of association and the expression of collective worker voice as well as guarantee democratic governance. PedidosYa, Rappi, Uber and Cabify have not demonstrated that they ensure freedom of association and the expression of the collective voice of workers. In fact, in the case of PedidosYa, it has been proven in a court case that the platform has violated trade union activity, having been ordered to reinstate a worker on the grounds that there was an anti-union dismissal. In contrast, Soydelivery has documented a procedure for communications with its workers, on individual and collective aspects, as well as a protocol for receiving collective complaints from drivers, at regular and permanent intervals. Therefore, Soydelivery was awarded one point on the first threshold of this principle. On the other hand, it could not be evidenced that any platform promotes democratic governance, such as by allowing workers to participate in the governance of the company or by publicly recognizing a collective body of workers (union) as an interlocutor.

Editorial

THE STRATIFICATION OF WORKERS' VULNERABILITIES IN THE PLATFORM ECONOMY

Job insecurity in the platform sector in Uruguay is not a homogeneous phenomenon, but rather manifests itself in a structure of vulnerability that is stratified and conditioned by the business model of each company. Platforms have exploited grey areas and regulation to transfer operational risks and costs directly to workers, while maintaining tight control over their activity and remuneration. The data collected reveal that the level of lack of labour protection and the nature of the risk depend fundamentally on the work tool (bicycle, motorcycle, car or van) and the formal employment status of the worker (informal, single-member company or monotax).

THE STRUCTURAL FRAMEWORK OF VULNERABILITY: THE FICTION OF AUTONOMY

In many cases, worker vulnerability emerges from the legal fiction of the figure of the "driver-partner" or "self-employed" worker. This rhetorical strategy allows companies to avoid employer responsibility and transfer all costs and risks to the workers, who, in practice, seem to operate under functional and economic dependence.

The first and most fundamental risk for workers is the lack of legal protection and social protection. The absence of a recognized employment relationship between the platform and worker directly translates into a lack of basic labour rights, such as Christmas bonuses, leave, vacation salary and social protection. This deficiency condemns the worker to uncompensated inactivity in the event of illness, accident or breakage of the vehicle. This forces the worker to operate under a regime of constant vulnerability to guarantee sustenance.

Added to this vulnerability is the algorithmic component of platform work. Work management is mediated by software that, although presented as a tool of freedom, seems to operate as an opaque and coercive control mechanism. In the delivery services, the ranking of workers determines access to shifts and, therefore, to income, forcing strenuous days to maintain a status that allows a minimum level of income to live. In transportation, although there is greater freedom to take shifts, workers must concentrate on those schedules that are more profitable, so as to be able to sustain the cost structure required to maintain the vehicle.

Ride-hailing platforms have also been criticised for their invasive management, as they track the driver even when they are inactive, which shows total control of their activity and location. In addition, the platforms lack local support channels and problem resolution capabilities.

STRATIFICATION ALGORITHMS: BUSINESS MODELS AND RISK

The intensity and type of risk borne by the worker vary depending on the type of vehicle used by the worker and the business model used by the platform, which shows that vulnerability is embedded in the design of the business model of each platform.

Extreme and financial vulnerability

In the delivery sector, income vulnerability is extreme. Workers on bicycles or motorcycles—who are often migrants—face informality or the demand to open a singler-member company. In some cases, the low net income and lack of social protection place workers on the verge of subsistence. On the other hand, the obligation imposed by some platforms to open a singler-member company, transfers the social debt of the BPS (Social Security Bank) and DGI (General Tax Directorate) to the worker, creating an economic burden that is difficult to sustain with the low profit margin. In the case of Soydelivery, as it is a "last mile" logistics service, the business model requires a higher initial investment (i.e a vehicle) but there is less market uncertainty and better working conditions (distribution by area, without ranking, and collaboration operations). Although these workers don't have social protection, the return on investment is greater than what they could obtain in alternative formal jobs.

In passenger transport, vulnerability is focused on working capital. The driver must assume significant investment and debt to acquire and maintain their vehicle, which consumes a substantial portion of their gross income in fixed and variable costs. In addition, the transport sector is highly regulated at the national and departmental levels, which translates into greater demands for these workers: access barriers due to the limitation in the number of permit holders, contracting of high-cost insurance, and mandatory vehicle renewal. Unilateral disconnection by the platform thus becomes a high additional financial risk, often leading the worker not only to the loss of their source of income, but also to indebtedness.

Security risks

Safety risks are unevenly distributed, with bicycle and motorcycle delivery drivers being the segment most vulnerable to physical and road risk. The transport driver, although more protected, assumes the financial risk of operating in a sector with low fares and occasional violence from passengers, facing total helplessness in the face of incidents. In addition, female drivers experience aggravated vulnerability, since to avoid risk situations, they limit the hours of their working days, as well as the circulation areas in the city, to a greater extent than men, which can translate into fewer income opportunities.

The Individual Struggle for Recognition

In the face of institutional weakness, individual judicial action has emerged as the most effective mechanism for claiming rights. In the case of Uber, the recent judgements have recognized the relationship of employment dependency, confirming the thesis that autonomy is a legal fiction[5]. The route of legal claims, however, is inaccessible to most workers due to its cost and complexity, while union organization remains fragile due to the individualistic nature of the work model.

TRADE UNION PERSPECTIVE AND GOVERNANCE: TOWARDS REGULATION

According to the trade union representatives we interviewed, the platform business model is intrinsically precarious and based on an evasion of employer responsibilities, which constitutes a setback in historical labour rights.

The unions point out that the alleged autonomy of platform workers is a functional fiction that transfers operational risk to the worker. The platform acts as an intermediary agency with total control and workers lack basic social rights such as leave or Christmas bonus. These criticisms are supported by ACUA (Association of Uruguayan App Drivers), UTP (Union of PedidosYa Workers), CANOPER (Non-Permitted App Drivers), UCTRADU (Union of App Worker Drivers of Uruguay) and FUECYS (Uruguayan Federation of Commerce and Services Employees), based on our interviews.

Despite the general consensus on worker vulnerability, the nature of the vulnerability is stratified according to the union. On the one hand, ACUA and CANOPER focus on financial risk, derived from the high investment that the worker must assume to acquire and maintain the vehicle and their consequent indebtedness. For these groups, vulnerability focuses on the accelerated depreciation of working capital and the threat of a platform disconnection that would make it difficult to pay off the investment. On the other hand, UCTRADU and UTP focus their criticism on subsistence vulnerability, where low net income makes it difficult to maintain a one-person job or, in the case of the vast majority of migrant workers, leads to a lack of social security contributions due to ignorance or economic need, according to UTP. UCTRADU adds a critique to the exploitation of social vulnerability, pointing out that the model is based on migrant workers and the elderly, who accept unfavourable conditions out of necessity.

Algorithm-mediated management introduces additional vulnerabilities. CANOPER identifies the unilateral blocking of accounts without justification as the main risk to workers, qualifying it as a de facto dismissal that not only cancels the income, but threatens the investment in the vehicle.

This opacity is complemented by CANOPER's criticism with the lack of local support and resolution capacity in the offices of the platforms, leaving the worker defenceless. In terms of health and social protection, UCTRADU focuses on the precariousness of pensions and the ineffectiveness of the law on occupational accidents for the sector, condemning workers to a lack of protection against road and occupational health risks. UTP reinforces this concern by pointing out that the lack of basic social rights exposes the entire group to defencelessness in the face of accidents or illness.

Faced with this panorama of vulnerability, the collectives demand urgent regulatory intervention to correct the asymmetry of power and stop "social dumping". Their criticism of the lack of governance of the sector lies in the fact that state inaction has given platforms an unfair window of opportunity to consolidate their precarious model. Although individual legal action has proven to be an effective tool for the recognition of dependency, as validated by CANOPER's experience in litigation, the groups agree that it is an inaccessible route for the majority, making a legislative solution of massive scope essential.

In relation to future prospects, FUECYS has highlighted the importance of the process of double discussion around international labour regulation through platforms carried out at the ILO, which will culminate in June 2026. According to FUECYS, the results of this process may impact the need for a readjustment of Uruguayan regulations, so they are consistent with the contents of future international standards (if approved).

The Fairwork Project

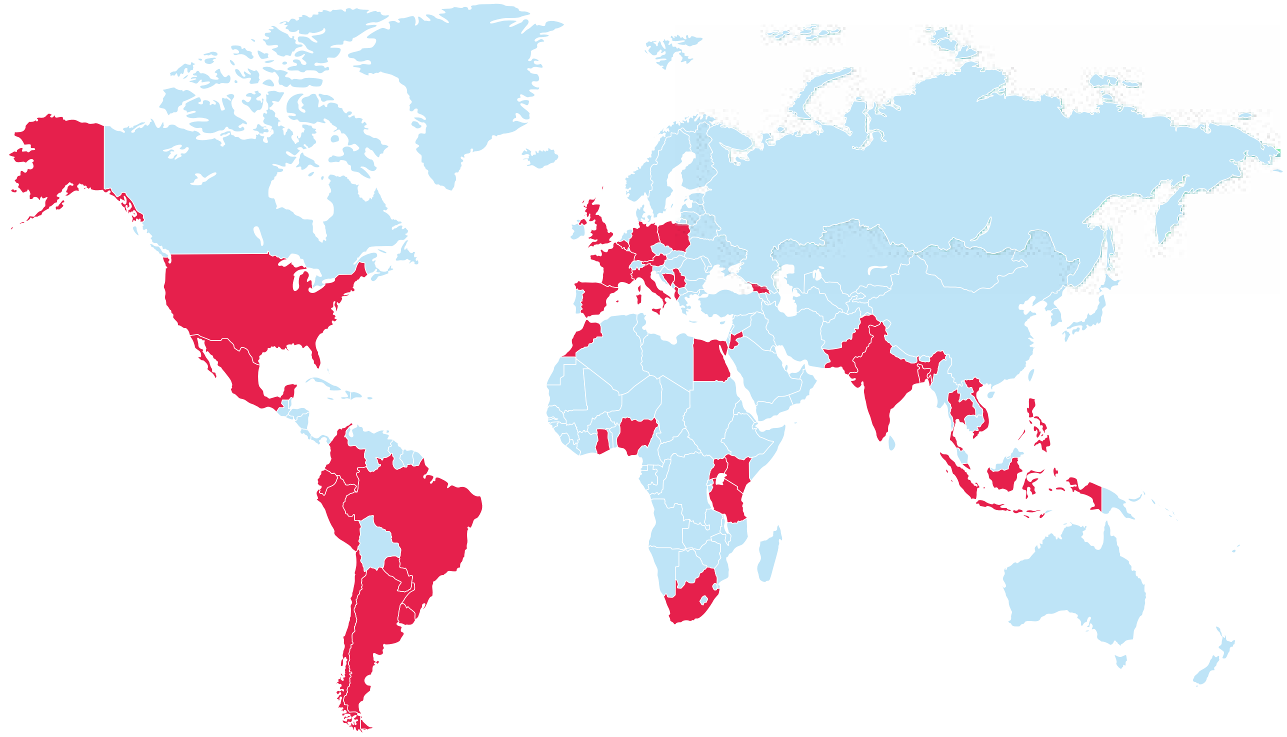
TOWARDS FAIR LABOUR STANDARDS IN THE PLATFORM ECONOMY

Fairwork evaluates and ranks the working conditions of digital platforms. Our ratings are based on five principles that digital labour platforms should ensure in order to be considered to be offering basic minimum standards of fairness.

We evaluate platforms annually against these principles to show not only what the platform economy is today, but also what it can be. The Fairwork ratings provide an independent perspective on labour conditions of platform work for policymakers, platform companies, workers, and consumers. Our goal is to show that better, fairer, jobs are possible in the platform economy.

The Fairwork project is coordinated by the Oxford Internet Institute, University of Oxford, and the WZB Berlin Social Science Center. Our network of researchers has rated platforms in 41 countries across five continents. In every country, Fairwork collaborates closely with workers, platforms, advocates and policymakers to promote a fairer future of platform work. In Uruguay, this research has been carried out by researchers from the Catholic University of Uruguay.

FAIRWORK COUNTRIES



AFRICA:

Egypt, Ghana, Kenya, Morocco, Nigeria, South Africa, Tanzania, Uganda

ASIA:

Bangladesh, India, Indonesia, Jordan, Lebanon, Pakistan, Philippines, Singapore, Thailand, Vietnam

EUROPE:

Albania, Austria, Belgium, Bosnia and Herzegovina, Croatia, France, Georgia, Germany, Italy, Poland, Serbia, Spain, UK

SOUTH AMERICA:

Argentina, Brazil, Chile, Colombia, Ecuador, Paraguay, Perú, Uruguay

NORTH AMERICA:

México, US

The Fairwork Framework

Fairwork evaluates the working conditions of digital labour platforms and ranks them on how well they do. To do this, we use five principles that digital labour platforms should ensure to be considered as offering "fair work".

The five Fairwork principles were developed through a multi-stakeholder workshop at the International Labour Organization (ILO) and many more workshops in various countries. In the years since then, the principles and their operationalization have been further fine-tuned. Further details on the thresholds for each principle, and the criteria used to assess the collected evidence to score platforms, can be found in the Annex I of the report.

It is worth noting that the Fairwork principles were updated in 2024 through the collaboration of teams from participating countries. To enhance the analysis of companies in line with the guiding principles, the Fairwork principles were refined to provide greater clarity, while preserving the project's core principles. The project also had a second round of updates, which took place at a meeting in Asunción, Paraguay, in April 2025. This meeting specifically discussed the Latin American context of platform work, highlighting the need for a methodology that captures local issues, such as technological sovereignty and precariousness, without affecting the general structure of the principles.

STEP 1

FAIR PAY

Workers, irrespective of their employment classification, should earn a fair income in their home jurisdiction after taking account of work-related costs. We assess earnings according to the mandated minimum wage in the home jurisdiction, as well as the current living wage.

FAIR CONDITIONS

Platforms should have policies in place to protect workers from foundational risks arising from the processes of work and should take proactive measures to protect and promote the health and safety of workers.

FAIR CONTRACTS

Terms and conditions should be accessible, readable and comprehensible. The party contracting with the worker must be subject to local law and must be identified in the contract. Regardless of the workers' employment status, the contract should be free of clauses which unreasonably exclude liability on the part of the service user and/or the platform.

FAIR MANAGEMENT

There should be a documented process through which workers can be heard, can appeal decisions affecting them, and be informed of the reasons behind those decisions. There must be a clear channel of communication to workers involving the ability to appeal management decisions or deactivation.

The use of algorithms should be transparent and result in equitable outcomes for workers. There should be an identifiable and documented policy that ensures equity in the way workers are managed on a platform (for example, in the hiring, disciplining, or firing of workers).

FAIR REPRESENTATION

Platforms should provide a documented process through which worker voice can be expressed. Irrespective of their employment classification, workers should have the right to organize in collective bodies, and platforms should be prepared to cooperate and negotiate with them.

STEP 2

Methodology Overview

The Fairwork project uses three approaches to effectively measure fairness of working conditions on digital labour platforms: desk research, approaching platforms for evidence, and worker interviews. Through these three methods, we seek evidence on whether platforms operate in accordance with the five Fairwork Principles.

Desk research

Each annual Fairwork ratings cycle starts with desk research to map the range of platforms to be scored, identify points of contact with management, develop suitable interview guides and survey instruments, and design recruitment strategies to access workers. For each platform, we gather and analyse a wide range of publicly available documents including contracts, terms and conditions, published policies and procedures, as well as digital interfaces.

Desk research also flags any publicly available information that could assist us in scoring different platforms: for instance, the provision of particular services to workers, or the existence of past or ongoing disputes. Once the list of platforms has been finalized, each platform is invited to participate in Fairwork's annual ranking study and provided with information about the process. For this report, five platforms operating in Montevideo were identified and selected for the sample.

Platform evidence

The second method involves approaching platforms for evidence. Platform management is invited to submit evidence and discuss the platform's degree of compliance with each of the Fairwork principles. Evidence may include published policies and/or standard operating procedures, public commitments, and website/app functionality. This evidence provides insights into the operation and business model of the platform, while also opening up a dialogue through which the platform could agree to implement changes based on the principles. In cases where platform managements do not agree to participate in the research, we limit our scoring to evidence obtained through desk research and worker interviews.

Worker interviews

The third method is interviewing platform workers and their representatives directly. These interviews do not aim to be a statistically representative set of experiences. Rather, they are worker case-studies to examine platforms' policies and practices in the field as they pertain to the Fairwork principles. Specifically, they seek to gain insight into how work is carried out, and how work processes are managed and experienced, on platforms.

The interviews situate platform work in the careers of workers by understanding their motivation for entry into a platform, how long they envision undertaking work on the current platform before seeking an alternative either on another platform or in a different sector, and how their experience of platform work is shaped by their interaction with fellow workers and the external labour market. These interviews also enable Fairwork researchers to see copies of the contracts issued to workers and to access the app interface, including payout and support screens. This method alerts the team to the presence of issues, but not the frequency or likelihood of their occurrence.

A semi-structured guide of questions was used for all interviews, which had the five principles of Fairwork as its axis. In order to be able to conduct the interviews, workers had to be over 18 years of age and have worked with the platform for more than two months. All interviews were conducted in Spanish.

Putting it all together

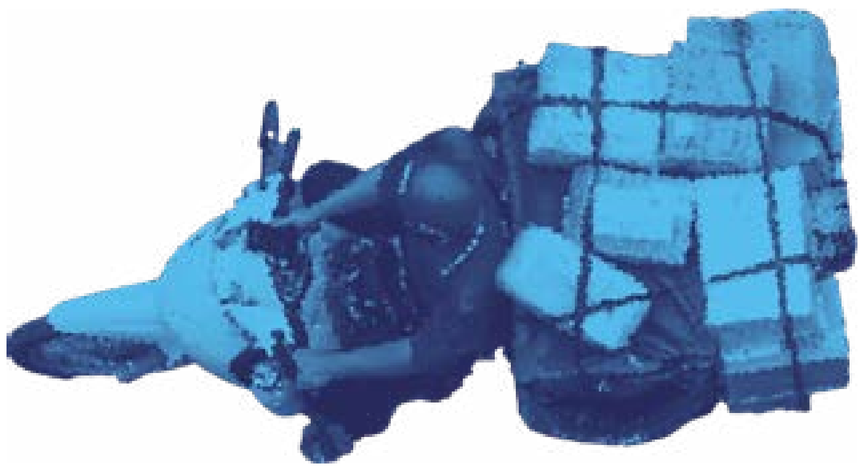
This threefold approach provides a way to cross-check the claims made by platforms, while also providing the opportunity to collect evidence from multiple sources. Final scores are collectively decided by the Fairwork team based on all three forms of evidence. Points are only awarded if sufficient evidence exists on each threshold.

STEP 3

How we score

Each of the five Fairwork principles is broken down into two points: a first point, and a second point that can only be awarded if the first point has been fulfilled. Every platform receives a score out of 10. Platforms are only given a point when they can satisfactorily demonstrate their implementation of the principles. Failing to achieve a point does not necessarily mean that a platform does not comply with the principle in question. It simply means that we are unable to evidence its compliance. The scoring involves a series of stages. First, the in-country team collates the evidence and assigns preliminary scores. The collated evidence is then sent to external reviewers for independent scoring. These reviewers are both members of the Fairwork teams in other countries, as well as members of the central Fairwork team. Once the external reviewers have assigned their scores, all reviewers meet to discuss the scores and decide the final scoring. Platforms are given the opportunity to submit further evidence to earn points that they were initially not awarded. These scores then form the final annual scoring that is published in the annual country Fairwork report. Before the publication of this report, companies rated were given the opportunity to review and comment on the findings of this report. All responses are included in Appendix II.

More details on Fairwork's scoring system can be found in Annex I.



Country context

THE PLATFORM ECONOMY IN URUGUAY

In Uruguay, work using location-based platforms has been mainly concentrated in the goods delivery and ride-hailing sectors. This reality was considered by the national legislator[6], who chose to regulate such work, excluding other modalities (work carried out on the web or online) and activities (cleaning, domestic work, etc.). While the latter also forms part of the platform economy, it represents an extremely marginal reality, so we only analyse delivery and ride-hailing in this report. The digital platforms that have been consolidated in the market and which we evaluate in this report are still largely the same as those we previously evaluated in 2023[7], namely: Uber, Cabify, PedidosYa, Rappi and Soydelivery.

Location-based platform workers face low net earnings relative to the cost of living in Montevideo, where the majority of these workers operate. Although this type of work has medium- and long-term disadvantages, such as lack of job security, income instability, and the absence of retirement benefits, many perceive it as an attractive short-term option compared to formal employment.

Workers value how quickly they can get money, often through weekly payments, and the ease of accessing this type of employment due to the low barriers to entry. They are also attracted by the promise of autonomy and freedom that these platforms offer.

However, this perception often differs from reality. The supposed flexibility and freedom are relative, since workers must be active for many hours in order to ensure a decent income, and they must cover the hours of greatest demand. The competition between them for each order causes incomes to drop, forcing them to work harder to earn the same. In terms of control and dependency, many workers feel tied to the platforms, as they cannot set their own prices or offer their own brand. They receive orders, are subject to constant surveillance by users (through the evaluation systems), and can be penalized with suspension or termination of their accounts. For these reasons, the ability to choose when to work is seen by many as an "illusion".[8]

Despite promises of autonomy, many workers perceive themselves as dependent and have highlighted the need for regulation of their work, especially the importance of a rule that guarantees basic rights such as health insurance, disability insurance and other employment-related benefits. As for the stance of platform companies, they have tried to impose a business model that, despite the initial benefits for workers like incentives and low fees, eliminates those advantages. Many platform companies resist bargaining with workers, both individually and collectively. For example, Uber has avoided dialogue with its drivers, limiting itself to listening in meetings with the Municipality of Montevideo, without giving answers (according to several interviews with unions). In contrast, the Soydelivery platform has shown a greater willingness to negotiate with its employees[9].

Faced with the precariousness of this work model and the difficulty of collective action, many workers have gone to court to have their employment relationship recognized and, thus, to be able to access the basic protections offered by labour law. Most of these litigations have focused on Uber, and several rulings by the Labour Appeals Courts in Uruguay have unanimously recognized that there is a relationship of dependency between drivers and the platform[10].

Finally, in the trade union sphere, it should be noted that the Union of Drivers and Workers of Applications of Uruguay (UCTRADU) has sought to join the PIT-CNT (central trade union), but its request has been rejected in the past by PIT-CNT and by the National Union of Transport Workers and Workers (UNOTT)[11]. Their application for membership, however, is currently under review[12].

Legal context

REGULATORY CONTEXT IN LATIN AMERICA

Table 1. Platform Regulations in Latin America

Initiative/ Law	Country	Approved?	Summary
Law No. 20,396 (2025)	*Uruguay*	Yes	**Origin of the initiative:** Ministry of Labour and Social Security. **Dependency/autonomy of working people:** It doesn't resolve the issue. It allows for dependent and independent contracts. **Worker support:** The trade union center (PIT-CNT) has expressed its rejection. **Rights and obligations for the platform ecosystem:** Common rights: Transparency of algorithms and monitoring systems; the right to an explanation; the right to the intangibility of digital reputation and data portability; terms and conditions must be transparent, concise, and easily accessible. Platform obligations: Risk assessment and preventive measures, as well as worker training. Companies are not required to establish a legal entity in the country. However, disputes between workers living in Uruguay and platforms must be submitted to national courts. Rights of dependent workers: 48-hour weekly work limit; minimum wage. *Rights of independent workers:* Occupational accidents and diseases; social security benefits (simplified tax regime); freedom of association and collective bargaining.
Bill "Labour Modernization Law" 35/2025	*Argentina*	In process	**Origin of the initiative:** Executive branch (Officialist bloc). Introduced in Congress as part of a broader labour reform bill. **Dependence/autonomy of workers:** It creates the category of "independent service provider", explicitly excluding these workers from any presumption of an employment relationship. **Worker support:** trade unions reject the proposal while atomized workers' positions are mixed. **Rights and obligations for the platform ecosystem:** *Platform obligations:* respect freedom of connection; offer safety information; facilitate access to safety equipment; maintain a digital complaints mechanism; and ensure access to human operators able to justify decisions affecting workers. Platforms must also disclose ranking criteria "in clear language," subject to commercial secrecy limits. *Rights of workers:* right to reject orders, connect without any minimum frequency, and freely choose their schedules, routes, and use of the app. They may exercise data portability rights, receive free training, and benefit from a personal accident insurance policy. They also receive full payment for their services and 100% of tips.
Bill "Regulating work in digital mobility and home delivery platform companies".	*Paraguay*	In process	**Origin of the initiative:** Legislative power **Dependency/autonomy of workers:** The employment relationship remains unresolved, resulting in a generic category of individuals providing mobility and delivery platform services. **Worker support:** Delivery and transportation workers participated in the debate, with split positions on the project, particularly on the job status discussions. **Rights and obligations for the platform ecosystem:** *Platform obligations:* A platform must establish a legal entity in the country and a physical space to serve workers. It is mandatory to establish identity verification mechanisms for all individuals in the platform ecosystem. It is compulsory to develop anti-discrimination measures on the platform, as well as measures for protecting personal data. *Workers' rights:* A Permanent Working Group is established where workers can participate, and guarantees are established against discrimination. It also establishes a guarantee that workers carry out their activities in working conditions that prevent occupational hazards and ensure health.
Law 2466 of 2025 Congress of the Republic of Colombia	*Colombia*	Yes	**Origin of the initiative:** Ministry of Labour (Executive) and Legislative Power. **Dependence/autonomy of workers:** It doesn't solve the problem. It allows workers to choose between being employees and independent contractors at their discretion. The reform refers to digital delivery platform workers. It doesn't include other sectors of the platform economy (such as transportation and cloud work) although it includes a specific chapter for teleworking. **Support for working people:** Mixed reactions. Acceptance from some unions that supported the project's development, and opposition from some delivery organisations. **Rights and obligations for the platform ecosystem:** *Platform obligations:* Clearly inform employees about the scope of the work through the digital delivery platform or the technological tool to which they have access. Notice of contract modification prior to its entry into force, right to file complaints, and verification. Enterprises must register workers with the Ministry of Labour and report on the use of automated systems for managing and distributing tasks. *Workers' rights:* Social Security: For dependent workers, payments are established according to the comprehensive social security system, in the proportions defined by current regulations. For independent workers, a shared contribution system is established between the company and the worker. The company must ensure coverage for occupational risk.

Initiative/ Law	Country	Approved?	Summary
Bill No. 018 “Law that recognises labour benefits for workers who provide delivery, courier, and mobility services through digital platforms.”	*Peru*	In process	**Origin of Initiative:** Congress of the Republic. **Dependency/Autonomy of workers:** Those who work over 4 hours per day or 20 hours per week are considered dependent workers. Worker support: The Trade Union Central (CATP) showed its support. **Rights and obligations for the platform ecosystem:** *Workers’ rights:* A 48-hour work week with a 30-minute break is established. Overtime is considered if the established time is exceeded. Contracts are awarded, and accident, disability, and death insurance, as well as health insurance, are provided. Labour inspections are carried out by the SUNAFIL. *Platform obligations:* Creation of a registry of workers on delivery, transportation, and logistics platforms. Delivery and periodic renewal of personal protective equipment. Establishment of a system for handling complaints and reporting of acts of sexual harassment and/or discrimination. Respect for freedom of association. Issuance of employment certificates.
PLP 12/2024	*Brazil*	In process	**Origin of Initiative:** Federal government. **Dependency/Autonomy of workers:** Does not resolve. Allows for dependent and independent contracts. **Worker support:** The bill arose from a dispute between government, business, and labour representatives. Organisations such as the Brazilian Association of Labour Studies (ABET) and the Public Ministry of Labour (MPT) point to potential unconstitutionalities and rights violations in the bill. **Rights and obligations for the platform ecosystem:** Although the PLP (Complementary Bill) recognises the category of “self-employed platform worker,” which applies to app-based drivers, the bill does not establish an employment relationship along the lines of the CLT (Consolidation of Labour Laws) between drivers and platform companies. The proposal does not specify the requirement for the company to have its formal headquarters in Brazil in order to operate. *Workers’ rights:* It limits the working day to 12 hours; it includes the definition of a minimum wage per kilometre travelled; it establishes Social Security contributions, with 8% of the minimum income being paid by the worker and 20% by the platform. *Obligations of companies:* It focuses exclusively on ride-hailing app drivers and does not cover delivery drivers or motorcyclists; it establishes mandatory union representation mechanisms for collective bargaining, reducing work-related risks, and eliminating all forms of discrimination, violence, and harassment at work.

Initiative/ Law	Country	Approved?	Summary
Law 21.431	*Chile*	Approved	**Origin of the initiative:** Legislative power. **Dependency/Autonomy of working people:** Allows contracts to be dependent and independent. **Support for workers:** The project emerged from various legislative initiatives presented by political parties and from rounds of negotiations and presentations by platform companies. **Rights and obligations for the platform ecosystem:** This law regulates the relationships between digital platform workers and digital platform companies providing services in the country. *Workers’ rights:* The use of automated decision-making mechanisms for discrimination is prohibited. Workers must have access to training and protective equipment. Collective rights of workers are also established. *Obligation of companies:* The platform has a duty to protect workers, including regulating the length of the workday, ensuring fair compensation or fees, and guaranteeing access to the social security system. Workers have the right to disconnect and must receive prior notice of contract termination. The company is also required to provide information about the service offered. A basis for calculating legal severance pay in the event of dismissal is also established.
Bill to Regulate the Employment Relationship of Workers with Digital Platform Companies	*Ecuador*	In the legislative process (report for the second plenary debate)	**Origin of the initiative:** Legislative power. **Dependence/autonomy of workers:** Recognises delivery work mediated by digital platforms as a form of dependent work recognised by the Labour Code. **Worker support:** In earlier stages of this bill, the platform workers’ collective FRENAPP expressed its opposition to the creation of two categories of workers—dependent and independent—and advocated for the general recognition of platform workers. The collective “Unión de trabajadores de plataformas Quito” also rejected the bill, arguing that it could “destroy jobs.” **Rights and obligations for the platform ecosystem:** The original initiative was merged with two other bills, modifying the initial proposal. The report for the committee’s second debate includes: *Common rights:* establishment of a dependency relationship, right to disconnection, right to free association. *Obligations of companies:* Designation of an official channel for worker complaints and objections, establishment of a physical office, maintenance of an updated worker database, provision of ongoing training for workers, user awareness, provision of work implements free of charge, and availability of information regarding evaluations by users and businesses. *Workers’ rights:* social security and all rights recognised to employees. *Use:* In December 2024, a party introduced a bill titled “Organic Law for the Protection of Digital Service Platform Workers.” This bill proposes mandatory employment contracts between workers and companies, recognising the employment relationship. Additionally, it proposes the establishment of a physical office and a virtual channel, the provision of supplies and free internet access, as well as life insurance. The bill has not been assigned to any committee, so its public debate has not yet begun.

LABOUR JURISPRUDENCE IN URUGUAY

Platform work, and specifically location-based work, presents a number of practical and legal challenges for workers. In that respect, the situation poses two major problems. First, it is difficult to define the nature of platform companies: are they simple intermediaries or do they control and organize the service they offer? This definition is crucial, as it determines the regulations they must comply with, the competition with other companies and their tax obligations. Secondly, it is necessary to clarify the relationship between the platform and the worker. It must be determined whether the link is dependent or autonomous, which in turn defines whether workers have access to the protections and rights provided for in labour law[13].

In Uruguay, the four Labour Appeals Courts that assume jurisdiction in the second instance of labour proceedings have ruled on these aspects and uniformly agree on the same solutions, in different rulings focused on the Uber platform[14]. The same has not happened with respect to delivery drivers, since national jurisprudence is much more incipient, and there are only rulings in the first instance courts on the company PedidosYa[15].

With respect to the judgements handed down by the courts of second instance, on the one hand, they unanimously reject the classification of Uber as a simple technological intermediary. Instead, they conclude that the company operates as a transport company that uses a digital tool to organize and control its activity[16].

Uber's economic viability depends directly on the number of trips drivers make, which shows that transportation activity is the main source of their economic benefit and not the use of the platform. The courts hold that Uber exercises decisive control over the conditions under which the service is provided, including unilaterally setting fares, managing customer charges and imposing a multiplicity of requirements on drivers. This organization and control of the transportation service dispels the idea that the company is only a technology provider.

On the other hand, as for the relationship between Uber and the drivers, the courts consider that it is of a labour and not commercial nature, applying the principle of primacy of reality to dismiss the contractual formalities.

The existence of subordination is recognized, which is not only manifested through direct instructions, but also through the programming of systems and algorithms that control the activity of drivers. The courts point out that the alleged freedom of the drivers is only formal, since when carrying out their work they are subject to the instructions of the platform and lack the power of self-determination. The lack of exclusivity or the fact that drivers provide their own vehicles and assume costs are not enough to rule out employment, since Uber maintains control over fundamental aspects such as fares and access to the user market.

These judgements by the Labour Appeals Courts undoubtedly represent a contradiction of the regulatory model adopted by the Department of Montevideo (municipal level). In effect, the Departmental Board of Montevideo has regulated the activity of passenger transport companies through digital platforms[17], conceiving digital platforms as intermediaries between the supply and demand of passenger transport services, and requiring that the permittees (drivers) comply with the tax, social security and labour obligations that apply to platform work.

This contradicts the judgements handed down by the labour courts, which have been clear in considering that digital platforms are not mere intermediaries between supply and demand for the transport service, but that in reality they offer and organize this service. In other words, the courts consider platforms to be real transport companies.

A second contradiction lies in the way that departmental regulations regulate drivers and platforms, since it suggests that it is the workers who must comply with the corresponding tax obligations (for example, by setting up a sole proprietorship), and on the other hand it does not oblige digital platforms to comply with these obligations (for example, in the case of having workers under their dependency, demonstrating compliance with social security and labour obligations). As said, jurisprudence has inverted this model, considering workers as dependents, making it necessary for platforms to comply with all the obligations of an employer (among which are the registration of drivers and the payment of special social security contributions to the BPS, among others).

It should be remembered that the context of the approval of the departmental regulation was very peculiar, since it was developed when digital platforms—including Easy Taxi, Uber, and Cabify—had recently started in Uruguay, and without conflicts at the judicial level in the country, given the activity had only just started. In this context, the then Minister of Labour and Social Security, Ernesto Murro, declared that he did not rule out that drivers could be considered as dependent, independent or “cases where both modalities existed.”[18]

However, at present, in a very different context from the initial regulation, this confrontation between jurisprudence and departmental regulations should be solved by means of a regulatory modification that recognizes this new reality—that is, in which the Labour Appeals Courts have unanimously considered that the drivers of applications are dependent workers and that the platforms are transport companies that offer and organize this service.

RECENT REGULATION OF DELIVERY WORK AND PASSENGER TRANSPORT IN URUGUAY

In February 2025, Law 20,396 was approved[19], which aims to establish minimum levels of protection for workers who carry out tasks through digital platforms, and to ensure fair, decent and safe working conditions. In July 2025 the Executive Branch regulated this norm, through the approval of Decree 145/025[20].

The law (which came into force in May 2025) aims to introduce a series of minimum protections for all workers, regardless of their contractual status and (in)dependence.

Its central aim is to guarantee greater transparency and protection for workers. The regulations require companies to be transparent in the use of their algorithms and monitoring systems, respecting the principle of non-discrimination.

Platforms must inform workers about the existence of automated systems that monitor their performance or make decisions that affect their working conditions, such as the assignment of tasks, income, and promotions. In addition, workers have the right to request an explanation about any automated decisions that impact them in a significant way, and companies must provide a contact to clarify these situations.

Likewise, contracts must be clear, concise and accessible. Clauses that exempt the company from liability are prohibited and it is established that, in international cases, Uruguayan courts are competent if the worker resides in the country. In terms of health and safety, the law requires companies to assess the risks of automated systems, implement protective measures and prohibit those that generate undue pressure. Workers are also required to be trained in safety, health, and hygiene before they begin work.

For dependent work, working time is defined as the period from “logging” to disconnection, excluding breaks, and a maximum limit of 48 hours of work per week is set per platform. Remuneration can be set for time or production, but always with a minimum value proportional to the national minimum wage. For self-employed workers, the law entitles them to insurance for accidents and occupational diseases, considering platform companies as employers for these purposes. These workers can also opt for the monotax regime[21] to access all social security benefits, and they are recognized as having the right to freedom of association and collective bargaining. Finally, the Ministry of Labour and Social Security will be the competent authority to verify compliance with the law through inspections and sanctions.

This regulation has been the subject of criticism from the trade union movement. Specifically, the PIT-CNT and UCTRADU have publicly expressed their rejection of the new law, arguing that the regulation goes against the interests of the workers[22].

For its part, UCTRADU describes the law as "inconsequential" and maintains that it does not offer real protection to employees[23]. In a similar vein, the current Undersecretary of the Ministry of Labour and Social Security (MTSS) has spoken out, arguing that the law establishes "a minimum, timorous and at some point regressive regulation in terms of the rights of people who work."[24]

In addition to considering workers' rights, the Decree regulates the activity of digital platform companies, defining the type of work, its conditions and the scope of application of the law. The regulation considers digital platforms to be those companies that connect customers with delivery drivers or carriers, and that can influence the price or execution of the service. It is established that workers can be dependent or self-employed, and that to determine the nature of the relationship, the facts of the work will be analysed, and not what the contract says. In other words, the solution of ILO Recommendation 198 on the determination of the existence of the employment relationship is enshrined in the law, as reality must prevail over formalities.

The Decree also states that companies must assess the risks to the health and safety of workers arising from automated systems. In addition, they are required to have adequate premises that include toilets, rest, food and parking areas. The regulation also clarifies that in terms of algorithmic transparency, required information and access to such information, and for the exercise of the right to explanation, the information, consultation and negotiation procedures provided for in Law No. 18,566 (collective bargaining law) will be applicable.

For dependent workers, working time is counted from the time they connect to the platform until they disconnect, excluding the "pause mode"; thus they are able to count times that take place after the end of the legal or conventional working day. The working time is limited to 48 hours per week per company and it is specified that the remuneration, whether for time or by order, must be proportional to the national minimum wage, prohibiting salary deductions related to the risks inherent to the activity.

As for self-employed workers, platform companies are required to have a branch or domicile in Uruguay for social security purposes. These companies must provide BSE (State Insurance Bank) with all relevant information about a workplace accident within 72 hours, and this information must be stored in a database in Uruguay. Finally, the Decree establishes the conditions for self-employed workers to opt for the monotax regime, thus accessing social security benefits.

In short, the law represents a turning point in the regulation of work through digital platforms, but it may also be subject to profound criticism. Before this law, the protection of workers in the sector had been articulated almost exclusively through the courts, which, with a solid and uniform line of jurisprudence, had managed to classify platform workers as dependents, extending to them in a comprehensive way all the rights and benefits inherent to an employment relationship. While this model of judicial interventionism was effective on a case-by-case basis, it lacked universality, since each worker had to initiate an individual process to obtain protection, facing barriers to access to justice and generating legal uncertainty.

That said, Law No. 20,396, while seeking to establish a specific legal framework, introduces an approach that fails to overcome the shortcomings of the previous judicial model and, in some respects, could even regress in terms of protection. In effect, the regulation allows platform companies to continue hiring workers under an independent modality, and by not imposing clear criteria for the qualification of the link, it is highly likely that companies will not modify their business model, which would perpetuate the prevalence of informality and de-employment in practice.

Unlike the full protections that jurisprudence had granted, the law establishes a minimum floor of rights that, in certain areas, may be less encompassing than the comprehensive rights of a traditional dependent worker.

While it introduces important innovations such as algorithmic transparency and the right to explanation of automated decisions, as well as the explicit recognition of freedom of association and collective bargaining for the self-employed, these advances could prove insufficient when compared to the full protections that the courts had guaranteed. In short, the law creates the potential paradox that the comprehensive protection of a dependent worker is subject to individual litigation, while the law only guarantees a limited set of rights for all.

The Uruguayan model aligns with Chile's legislative approach, which also distinguishes between dependent and independent workers. This is a model that academia has criticized for fostering precariousness and failing to address the inequality of power between the parties[25]. Chile's experience suggests that the implementation of this type of law is complex and that problems of oversight and workers' ignorance of rights persist. These same challenges are likely to arise in Uruguay, where the effectiveness of the law will depend largely on the MTSS's ability to adapt its enforcement tools to a digital and decentralized environment.

In conclusion, Law No. 20,396, although it attempts to correct the limitations of a purely judicial model, does so through an approach that could consolidate a second-level labour protection system for platform workers. Instead of strengthening full labour guarantees, the regulation establishes an insufficient minimum floor that may not be what workers need to achieve a decent and fair standard of work in the long term.

INTERNATIONAL ARBITRATION: A SETBACK FOR THE PROTECTION OF WORKERS

In our previous report from 2023[26], we noted that the terms and conditions signed between the drivers and Uber specified that any dispute between the parties had to be resolved in another country and submitted to arbitration. In contrast, the terms and conditions of the Cabify and Soydelivery platforms stated that disputes between the parties were subject to Uruguayan legislation and jurisdiction. The terms and conditions of the Rappi app also provided that Uruguayan law was applicable in these situations, although no reference was made to the competent jurisdiction.

In May 2025, the Uber platform modified its terms and conditions to state that, for legal purposes, the parties will be subject to Uruguayan laws and that any dispute or controversy must be resolved by the Uruguayan courts. This modification was resolved after the enactment of Law 20,396, which provided in Article 9 that Uruguayan courts are competent in the international sphere in relation to any dispute arising between a worker and a company that owns a digital platform, when the claimant is the worker and is domiciled in Uruguay.

In addition, the Supreme Court of Justice (SCJ) had to resolve a dispute brought by a worker (a labour claim) against this platform[27].

On that occasion, the Court held that the worker should not have filed his claim before the Uruguayan courts, but that the conflict should have been raised before an arbitration tribunal as provided for in the old terms and conditions. This implied that, in fact, the worker had to litigate in the Netherlands and assume high costs for his case to be analysed (unlike the labour claim filed in Uruguay, which is free).

In summary, the ruling transcribes verbatim a ruling previously issued by the SCJ itself in which it admitted that arbitration is applicable to labour disputes (in a case very different from that of the Uber drivers).

Critics have been raised against this ruling, raising concerns about the guarantee of the effectiveness of access to justice and the protection of the human rights of workers[28]. In fact, after this ruling, Uruguay was denounced before the Inter-American Court of Human Rights, "for violation of the rights of access to justice and effective judicial protection"[29].

Fairwork Uruguay 2025 scores by principle

	1.1	1.2	2.1	2.2	3.1	3.2	4.1	4.2	5.1	5.2	Total
Soydelivery	●	●	●	○	●	●	●	●	●	○	8
Cabify	○	○	○	○	○	○	○	○	○	○	0
PedidosYa	○	○	○	○	○	○	○	○	○	○	0
Rappi	○	○	○	○	○	○	○	○	○	○	0
Uber	○	○	○	○	○	○	○	○	○	○	0

More details on the scores is available on FAIR.WORK/URUGUAY

EXPLAINING THE SCORES

Fair Pay

To earn the first point, platforms must ensure workers earn at least the local minimum wage for every hour work, after taking into account work-related costs. To earn the second point, platform must ensure workers earn at least the local living wage after work-related costs. One platform (Soydelivery) was able to provide evidence that workers earn at least the sector's minimum wage, as well as a local living wage after deducting costs. Therefore, Soydelivery was awarded two points on the first and second thresholds of this principle. The rest of the platforms (PedidosYa, Rappi, Uber and Cabify) could not demonstrate to have accredited compliance with the minimum wage of the corresponding sector (for the delivery activity, Level 1, Cadet, of Group 19, subgroup 09 of the Wage Councils; for the transport activity, Driver, Group 13, subgroup 14 of the Wage Councils). The minimum wage in the delivery sector is $208.72 per hour, and the living wage is $271.33 per hour; while in the transportation sector it is $221.62 per hour and $288.10 per hour, respectively.

Fair Conditions

To earn the first point of this principle, the platform must mitigate work-related risks, for instance by providing free health and safety equipment and training, mitigate risks associated with lone working and ensure workers do not incur in significant costs in case of accident, injury or disease.

Only Soydelivery was able to provide evidence on the adoption of actions to mitigate job-specific risks, such as providing work equipment and adequate training in occupational health and safety, and the design of a protocol to mitigate these risks.

For example, the platform could show it provides safety equipment (shoes, reflective vests, helmets, traffic signage, etc.) for warehouse tasks, and that it provides training for the prevention of accident risks, occupational diseases, personal protective equipment, ergonomics, manual handling of loads, safe handling of elevators, and road safety. The platform could demonstrate it takes significant steps to ensure that workers do not suffer significant costs as a result of work-related accidents, injuries or illnesses. Thus, it has a protocol in the event of inability to work, vehicle damage or driver accidents, where facilities are provided in the purchase of spare parts and rental of vehicles, as well as ensuring that the vehicle can continue to work by another driver in case of absences due to illness, and that the driver can return in the same conditions after his convalescence. The platform could also evidence that it has policies and practices that protect the safety of workers from specific risks. In particular, the platform ensures could demonstrate that remuneration is not structured in a way that incentivizes workers to take excessive levels of risk. It has also hired the services of an occupational safety advisor and an occupational health advisor. Therefore, Soydelivery achieved a point on the first threshold of this principle.

Despite the lack of sufficient evidence that Cabify complied with this principle for all drivers, it is worth highlighting evidence of some good practices adopted by the company against occupational risks, such as the contracting of occupational accident insurance before the BSE (an obligation established in Law 20,396) and a civil liability policy with coverage that includes users and drivers. At the same time, the adoption of internal procedures in the event of reports of vehicle theft, accidents, cases of harassment, violence or inappropriate behaviour should be highlighted, and at the same time, the application of specific security measures (blocking of dangerous areas, emergency button, safety kit, driver signal, secret signal, among others).

To earn the second point, platforms must ensure safe working conditions, and guarantee a safety net, for instance, by providing workers with adequate social protection schemes. No platform was able to prove that they provide an adequate social safety net, as they could not show they ensure that workers do not suffer costs from work-related accidents, injuries, or illnesses; nor do they provide compensation for lost income. On other hand, four platforms (PedidosYa, Rappi, Uber, and Cabify) have not provided enough evidence to confirm that they satisfy what Fairwork defines as safe working conditions for the second threshold.

Fair Contracts

To earn the first point, platforms must ensure the terms and conditions are accessible, readable and comprehensible, the party contracting with the worker is subject to local law and is identified in the contract, and the clauses do not revert the legal framework. To earn the second point, regardless of the workers' employment status, the contract should be free of clauses which unreasonably exclude liability on the part of the service user and/or the platform.

All platforms could show that they provide clear and transparent terms and conditions in their relationship with workers. The companies are all clearly identified in their contracts and are subject to Uruguayan regulations, although the terms are not easily accessible in the case of PedidosYa. At the same time, these contracts must be accepted to work, and in four cases (PedidosYa, Rappi, Uber and Cabify), they contain clauses that reverse the current legal frameworks, as they provide for exemption clauses, prohibited by Article 9 of Law 20,396.

In the case of Soydelivery, the contract in force until November 2025 includes a clause of exemption from liability of the company, however, this has been eliminated from the new contractual model which will be rolled out imminently according to a time schedule committed to by the company.

Four platforms (Rappi, Soydelivery, Uber, Cabify) could show they have a personal data protection policy that is in line with Uruguayan regulations. Howver, the same four platforms failed to demonstrate that they do not impose unfair contractual clauses, especially considering that the terms and conditions incorporate exclusions of liability for various issues related to the execution of the work. Therefore, only Soydelivery achieved points in relation to this principle.

Fair Management

To earn the first point, the platform must ensure the existence of an accessible and effective channel of communication with a human representative and the existence of an appeal process for decisions affecting workers. To be awarded the second point, the platform must have policies in place to mitigate the risk of discrimination of certain categories of workers as well as have implemented policies to promote diversity and inclusion.

The only platform for which we found evidence of policies and practices in line with the first and second thresholds is Soydelivery, as it demonstrated that it has implemented an adequate procedure for making decisions that affect workers and that the management process is equitable. Specifically, the platform documents and protocols a communication channel and appeals process, as well as a policy against discrimination, promoting equality and diversity, among other measures. Therefore, Soydelivery was awarded both points for this principle.

The remaining four companies (PedidosYa, Rappi, Uber and Cabify) have not provided evidence to meet the criteria to be awarded this point.

Notwithstanding this, Cabify could demonstrate to have implemented several communication channels, which include talking with a human, although the workers we interviewed do not perceive them as mechanisms for the effective resolution of issues. In addition, these ways are not documented or specified in the contract, although some are available on the platform's interface (tickets, chat and online calls). There is evidence of a procedure for appealing decisions made by the platform, but this process could not be shown to have been specified in the contract or detailed in the platform's interface. There is also no evidence that this procedure and these communication channels are available to workers who no longer have access to the platform. The company also has a diversity, equity and inclusion policy, where the principle of non-discrimination is enshrined, but its scope of application does not include drivers (as they are not part of the company's workforce). Finally, it should be noted that a practical measure has been implemented to promote equal opportunities for women, through the Cabify Mujer programme, which connects female passengers with female drivers.

Fair Representation

To earn the first point, platforms must ensure freedom of association and have established mechanisms for the expression of collective worker voice. To earn the second point, platforms must take adequate steps to ensure democratic governance, such as through the recognition of a collective body of workers as interlocutor. PedidosYa, Rappi, Uber and Cabify have not shown that they ensure freedom of association and the expression of the collective voice of workers. In fact, in the case of PedidosYa, it has been proven in a court case that the platform has violated trade union activity, with the court ordering the company to reinstate a worker on the grounds that there was an anti-union dismissal[30].

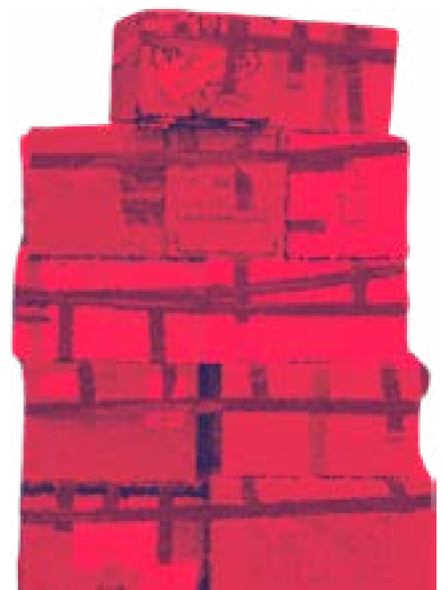
In contrast, Soydelivery has documented a procedure for individual and collective communication with its workers, as well as a protocol for receiving collective complaints from drivers. Therefore, Soydelivery was awarded one point on the first threshold of this principle.

On the other hand, none of the platforms could show they promote democratic governance, as they do not allow workers to participate in the governance of the company; nor do they publicly recognize a collective body of workers (union) as an interlocutor.

Platform in focus

PEDIDOSYA

Principle	First Point	Second Point	Total
Principle 1 Fair Pay	Ensures workers earn at least the local minimum wage after costs	Ensures workers earn at least a local living wage after costs	
Principle 2 Fair Conditions	Mitigates task-specific risks	Ensures safe working conditions and a safety net	
Principle 3 Fair Contracts	Provides clear and transparent terms and conditions	Ensures that no unfair contract terms are imposed	
Principle 4 Fair Management	Provides due process for decisions affecting workers	Provides equity in the management process	
Principle 5 Fair Representation	Assures freedom of association and the expression of worker voice	Supports democratic governance	



The PedidosYa platform began operations in Uruguay in 2009, focusing on the delivery of products; mainly food prepared by restaurants. Later, it incorporated other complementary services, such as the delivery of pharmaceutical products and large stores. In 2014, the company was acquired by the German multinational Delivery Hero, which owns other companies in the sector, including Instashop, Hungerstation, Yemeksepeti, Foodpanda, Glovo, Talabat, Efood, Baedal Minjok, Foody and Foodora[31]. In 2020, it launched PedidosYa Market, a digital supermarket organized and operated exclusively by PedidosYa.

Below, we detail the main limitations of the platform we identified in our research, and the barriers to promoting decent and fair work in accordance with the Fairwork Principles.

Fair Pay

Although evidence has been collected that payments are made on time, some evidence shows differences in the settlement made by the platform and in the payment of tips. There is also no evidence that workers earn the sector's minimum wage for their active hours, after deducting costs.

Of the total number of delivery workers interviewed (6), only one worker claimed to earn more than the local minimum wage, and none earned an income equivalent to a local living wage after deducting costs.

Likewise, it was not possible to collect documentary evidence, either publicly available or provided by the platform, to ensure compliance with this point.

Fair Conditions

The main risks mentioned by workers are traffic accidents, theft and outdoor work. Faced with these risks, the platform does not apply prevention measures.

Regarding equipment, workers could be shown to have access to a rain jacket, warm jacket and backpack, but they state it must be purchased at the worker's expense. The helmet is mandatory to circulate in the city, but our evidence shows it is not provided by the platform.

The company could demonstrate to occasionally include road safety notices or videos in the app itself, but it could not be shown to constitute training or education. The platform could not demonstrate having measures to mitigate lone work, although this was not highlighted by workers as a risk.

All issues that delivery drivers need to deal with must be raised through the app. In a few cases, issues are dealt by a person but, according to our interviewees, this is from a call centre located in another country, so the local needs or situations are not always understood.

The platform requires the worker to comply with formal requirements, such as the opening of a sole proprietorship and the contracting of accident insurance (mandatory SOA). Therefore, workers have some coverage against risks, but at their own expense.

The worker can, if they wish, take out additional insurance against theft at their own expense, but it is not a requirement of the platform.

The costs associated with work-related accidents, injuries or illnesses are also evidenced to be borne by the workers. Workers claim not to receive any compensation for lost income due to the inability to work, for example due to illness, accident, or theft. Workers also state they are harmed in their ranking position on the platform when they are affected by inability to work. The platform could not show it has policies or practices that protect workers from these specific risks.

Fair Contracts

Evidence shows that workers must accept the terms and conditions to work, the company is identified in the contract, and the contract is subject to Uruguayan law. The workers we interviewed who read the terms and conditions said they understood the conditions at the time of entry and that their content was clear to them. However, other workers said that they did not read the terms in detail. Most workers claim that terms and conditions are available within the app, however, not all of them know how to access them easily. Our analysis shows that the terms and conditions include clauses that reverse the legal frameworks in force in Uruguay[32].

None of the workers we interviewed knew if the platform has a policy for the protection and management of personal data, and there is no documentary evidence of such a policy.

The platform reports changes in conditions, but our evidence shows that this is without reasonable anticipation. In addition, the changes are proposed in terms of benefits for the workers, even when these negatively affect their working conditions or earnings. It could be demonstrated that the terms and conditions include clauses that exempt the platform from liability[33]. The form of payment could be evidenced to be transparent.

Fair Management

According to our interviewees, there is no easily accessible communication channel for workers to communicate with a human and solve their problems effectively. We also could not find evidence of a process for workers to meaningfully and effectively appeal decisions. If workers are deactivated, there is no evidence of an accessible process for workers to appeal the decision.

There is evidence that workers are disadvantaged for voicing their concerns or appealing disciplinary action. An example of this is a court case revealed in the documentary investigation, where it has been concluded that PedidosYa has violated the freedom of association of a worker[34].

There is no evidence that there is an effective anti-discrimination policy and a clear process for how to manage it. It could not be demonstrated that there are measures in place to promote diversity, equality and inclusion.

Based on the interviews, women have been found to be an underrepresented group, and there is no evidence that barriers to access for women are identified and removed. Algorithms could not be shown to be transparent. There is no evidence of mechanisms to reduce the risk of discrimination against disadvantaged groups. Although the workers we interviewed did not mention situations of discrimination based on gender or country of origin, the situations of discrimination highlighted are in food establishments or on the street, due to the very condition of being delivery drivers.

Fair Representation

There is no documented mechanism to listen to the voices of workers collectively and for workers to participate in these spaces without risk. PedidosYa has also not publicly documented or declared its willingness to bargain collectively with workers.

There is evidence of the negative impact on freedom of association, due to the dismissals of collectively organized delivery workers. In fact, the documentary investigation shows that a worker who actively participated as an interlocutor of the collective voice of the delivery workers, was dismissed after a meeting held with the company where the demands of the workers' collective were raised[35].

Workers cannot be shown to play a significant role in the governance of the company, and the platform does not formally recognize any collective organization of workers in a document.

Worker Stories

*Carmen and Elena, 28 and 40 years old, Rappi**

Carmen is a literature teacher and Elena is an industrial engineer; both are Cuban migrants and single mothers who came to Uruguay looking for stability. Although both got dependent jobs – Carmen in cleaning tasks and Elena in a security company – they use Rappi as a secondary source of income to cover basic expenses and debts. Both make bicycle deliveries as a way to minimize operating costs, however, this demands a great physical effort. In fact, one of them recently acquired a used electric bicycle, which saves her time and avoids so much wear and tear.

Carmen and Elena agree that the main advantage of the platform is the management of the flow of money and time. Carmen values the weekly payments, which allows her to have immediate liquidity to buy diapers and food, unlike her formal job that pays her monthly. Elena highlights the flexible schedule that allows her to take care of her seven-year-old daughter, something that her job in security with rotating schedules does not always facilitate.

However, the two workers identify three serious structural problems that make their work precarious. The first problem is the ranking system and the allocation of orders. Carmen explains that the application classifies delivery drivers into levels (Diamond, Silver, Bronze and Alert) and that, since she cannot work continuous hours for the care of her daughter, her account drops to the "Alert" level, which causes the platform to stop sending her orders, putting her at risk of deactivation. Elena confirms this system, pointing out that by working fewer hours she is quickly demoted from Gold to Bronze, receiving fewer orders and affecting the profitability of her connected time.

The second critical problem for them is the lack of effective human support and unfair sanctions. Carmen recounts an experience where, after a mistake by the customer when he did not deliver the security code, the platform discounted the total value of a sushi order (980 pesos – USD 25). This forced her to work intensely for a whole week just to cover that debt, leaving her with the feeling that the company "does not defend its workers". "I worked all week to pay for that woman's sushi," she says.

Elena describes similar situations where, after making a large purchase that was cancelled by the customer at the time of payment, or when she found that a store was closed, she was sanctioned by the platform without the possibility of appealing or explaining the situation, which resulted in a reduction in orders.

The third problem is associated with the question of market demand. Both would like to be able to make a greater number of deliveries during the time they are connected; however, the volume of orders is not as intense as in other applications, and, additionally, the times in which they can connect are not always the most productive, which hurts their income.

*Jessica, 41 years old, PedidosYa**

Jessica is a Venezuelan migrant who has lived in Montevideo since 2021, having decided to migrate to support her daughter who has a disability and send money to her family in Venezuela. Although she finished high school in Venezuela, she is studying middle school here due to lack of documentation. She has been working as a delivery driver for PedidosYa for three years, sometimes for up to 12 hours a day, and she defines this job as her livelihood. She chose the platform seeking independence to reconcile work, care and study, but she feels that this promise of autonomy is not fulfilled: the app sets rules and times, and work is “super stressful” for her.

> **“We practically have a covert labour dependence on [PedidosYa] because the application forces us to do what they say, when our contract says otherwise,” she says.**

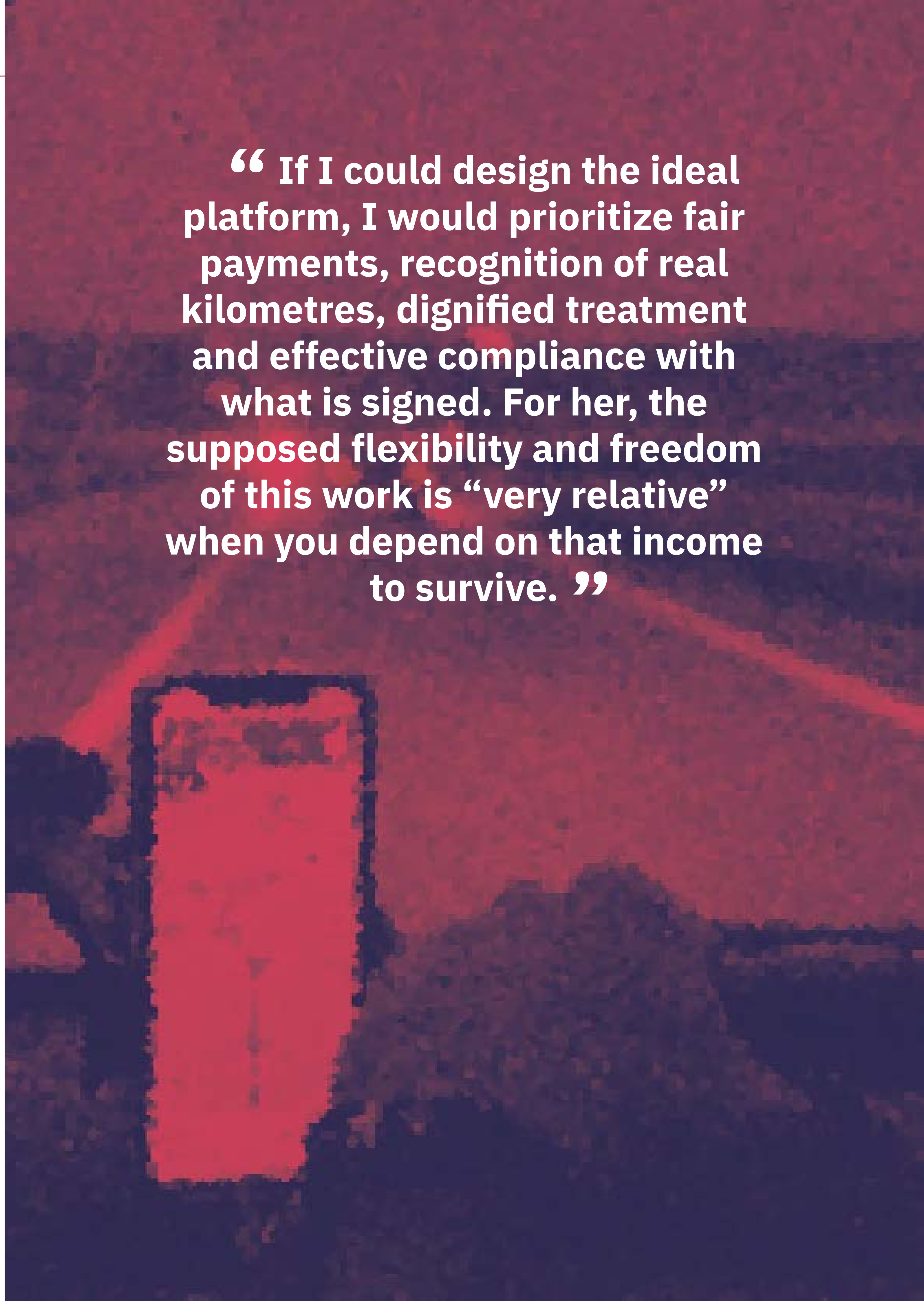
The biggest problem for her is payment and algorithmic control. She points out that the contract establishes 48 pesos per order (USD 1.2), but in practice “they always steal 12 pesos,” that not all the kilometres travelled are recognized (“as if we were an airplane”) or all the orders when she has several at the same time, and she calculates that the platform keeps between 10% and 15% of what she should receive.

She faces high costs for fuel, insurance, and equipment and most workers, including her, do not contribute to BPS or DGI, accumulating debts. She says that occupational risks are constant and, if she gets sick, she does not receive income and her score drops: “it is not allowed to get sick, we do not have any coverage”. Jessica has also experienced mistreatment and discrimination from customers and locals, including racist slurs and humiliating practices, such as making them wait outside in the rain:

> **“There are clients who have said I am a foreigner and have treated me badly...they insult you, they tell you things like that you prepared the order.” She adds: “In the premises they make us wait outside even when it is raining, even when it is cold, they do not let us in, they treat us rudely, they treat us discriminated against as criminals, you could say, as a strange thing.”**

She complains that communication with the company is reduced to bots and personnel abroad who are unaware of the local reality. In view of this, she joined the Union of PedidosYa Workers (UTP), which successfully met with DINATRA to denounce breaches of contract. Following her activism, her account was temporarily closed.

* Names changed to protect the identity of the workers.



“ If I could design the ideal platform, I would prioritize fair payments, recognition of real kilometres, dignified treatment and effective compliance with what is signed. For her, the supposed flexibility and freedom of this work is “very relative” when you depend on that income to survive. ”

Theme in focus

INFORMALITY AND SOVEREIGNTY AT WORK THROUGH DIGITAL PLATFORMS IN URUGUAY

Work through digital platforms has created a hybrid model in Uruguay that combines informal labour practices with sophisticated algorithmic management mechanisms. This articulation produces a scenario where the labour relationship becomes deliberately ambiguous and, at the same time, where control over working conditions is shifted towards opaque and automated systems. The analysis of this model requires considering simultaneously the problem of **false independence** (a renewed form of informality) and the broader challenge of **sovereignty in the platform economy**, understood here as the capacity of the state, legislation and the workers themselves to influence the rules, data and procedures that organize this type of employment.

The informality associated with platforms is not limited to the registration of workers in the BPS (that is, their registration as dependents) or the payment of social security contributions; it also manifests itself as a business strategy that seeks to redefine the employment relationship through figures such as the “collaborator”, “partner” or “independent entrepreneur”. Even when workers rely economically and operationally on a platform, and even when it determines their income, their conditions of access to work and continuity in service, platforms insist on a narrative of autonomy that in fact does not exist. In Uruguay, this tension has emerged strongly in the labour courts, where multiple rulings have concluded that the alleged independence of platform workers, especially in cases such as Uber, is nothing more than a legal fiction that is incompatible with the reality of the provision of the service—as has already been pointed out before in this report.

However, the issue is not limited to determining the legal classification of the relationship between workers and platforms. Platforms have introduced forms of work organization in which control is not exercised by human supervisors, but instead through algorithms that assign tasks, evaluate performance, determine income, and activate or deactivate accounts. These automated systems operate as an additional layer of subordination, which is difficult to detect through traditional categories of labour law. Informality is thus intertwined with a technological infrastructure that deepens workers’ dependence, deprives them of essential information to understand how their daily activity is defined, and prevents them from disputing the way in which they are evaluated or remunerated. The real asymmetry lies not only in the absence of an employment contract, but in the unequal access to the functioning of the systems that govern the relationship.

This scenario raises a bigger question: how much sovereignty does a country retain when a portion of its growing labour market depends on transnational corporations that not only set the rules of work, but also concentrate the data that describe and shape that work?

The capture and processing of data on Uruguayan workers by global platforms reproduces a pattern of dependency that is typical of core–periphery relationships. Countries in the Global South produce data, but the economic and strategic value generated from it is concentrated in corporations in the North. In this sense, the platform economy not only defies labour legislation; it also stresses the capacity of the state to regulate essential processes for the guaranteeing of basic rights.

Recent Uruguayan legislation has made partial progress in this area, although unevenly. Law No. 20,396, by enabling the relationship between platforms and workers to be classified as dependent or independent, reproduces the ambiguity that feeds informality and leaves the core of the problem unresolved. Moreover, it introduces provisions that may make it difficult to demonstrate employment, which reinforces the dominant position of the platforms.

However, in other areas, the regulations have tried to regain some room for state action, particularly by establishing transparency obligations on automated processes that affect working conditions, and by recognizing rights linked to access and portability of data. The rights relating to the personal data of workers enshrined in the new law must be interpreted in conjunction with the general regulation on the protection of personal data already in place in Uruguay (among others, Law No. 18,331). Although these measures do not dismantle the algorithmic power of the platforms, they do establish a minimum framework that allows opaque practices to be questioned, and they open an institutional space to dispute the rules of the game.

The regulatory decree complements this approach, although with important limits. By channelling the exercising of certain rights through trade union organizations with legal personality, it introduces practical obstacles for workers whose organizational context is fragmented and unstable. Likewise, the temporary restriction on accessing their own data generated by the platform (that is, only during the employment relationship and up to one year after) contradicts current legal deadlines and weakens the effective protection of the worker’s rights. These tensions reflect the difficulty of harmonizing the speed of technological change with regulatory frameworks designed for more traditional forms of employment.

In this context of persistent informality and limited sovereignty, workers have developed their own strategies to compensate for the lack of information and the unilateral control exercised by the platforms. They have conducted collective experiments to decipher task assignment criteria (based on information gleaned from court records), documented trips on camera in order to counter unwarranted disconnections, called for fare variations based on actual routes, and, in some cases, resorted to informal practices such as account rental so as not to lose access to orders or to maintain performance levels. These behaviours, show the ability of workers to dispute (even partially) the algorithmic power that organizes their working lives.

Finally, it is in the courts where the most consistent form of recovery of state sovereignty is observed. Every time a judge declares that there is an employment relationship where the platform instead claimed independence, the state reaffirms its power to define the rules of employment within its territory. Uruguayan jurisprudence, in this sense, not only corrects individual situations: it also sends a structural message about the limits of business autonomy in a field where legislation is still insufficient.

The platform economy in Uruguay thus reveals a double movement: on the one hand, the consolidation of a technologically mediated informality model; on the other, the (still incipient) attempts to rebuild sovereignty through rules, assignment of jurisdiction to national courts (eliminating any possibility of arbitration), and new individual lawsuits.

The challenge is not only to recognize labour dependency, but also to affirm the local capacity to regulate systems, data, and algorithms that today condition the opportunities, income, and rights of platform workers. Only through this reconstruction of sovereignty in the platform economy will it be possible to ensure an adequate balance between technological innovation, labour justice and democratic autonomy.

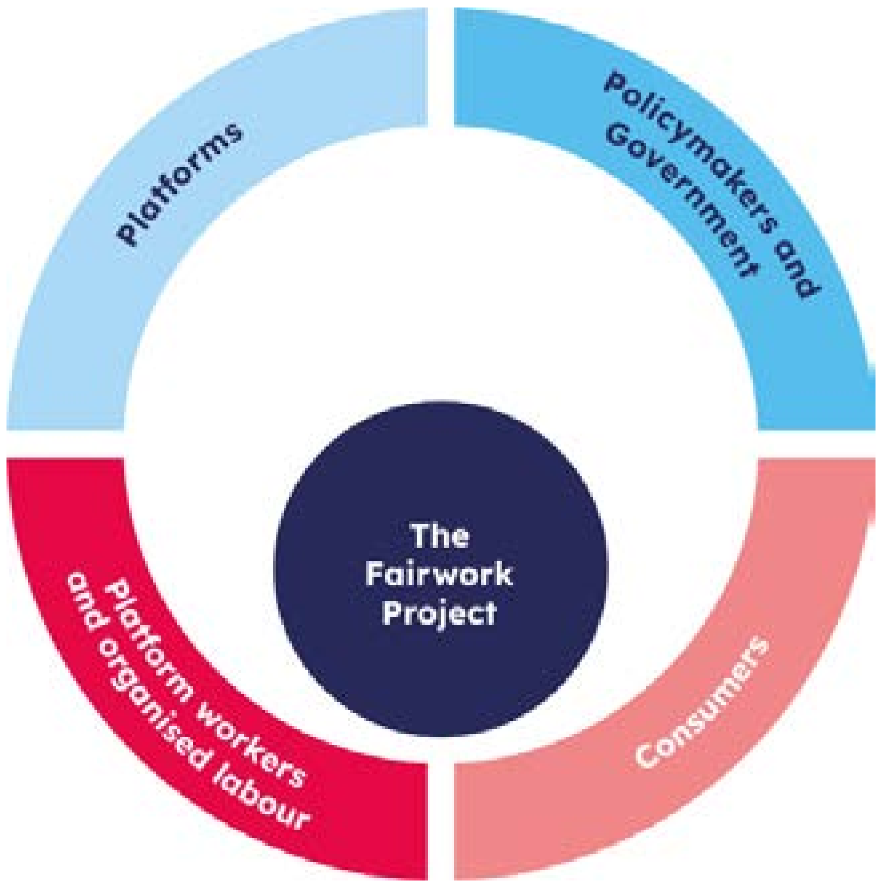
Impact and next steps

PATHWAYS OF CHANGE

Fairwork's theory of change relies on a humanist belief in the power of empathy and knowledge. If they have the economic means to choose, many consumers will be discerning about the platform services they use. Our yearly ratings give consumers the ability to choose the highest scoring platform operating in a sector, thus contributing to pressure on platforms to improve their working conditions and their scores. In this way, we leverage consumer solidarity with workers' allies in the fight for fairer working conditions.

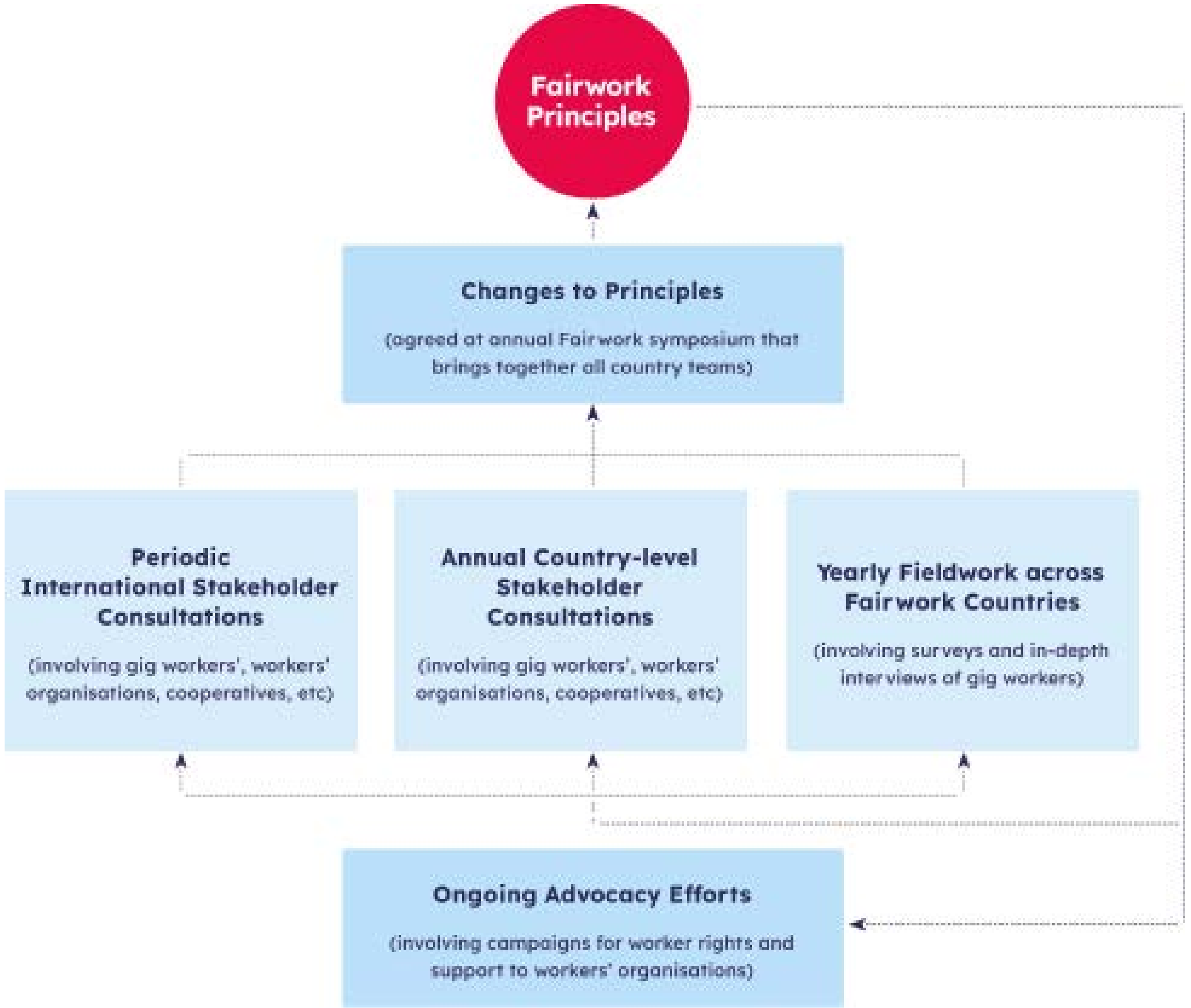
Beyond individual consumer choices, our scores can help inform the procurement, investment and partnership policies of large organizations. They can serve as a reference for institutions and companies who want to ensure they are supporting fair labour practices. In this regard, we see four pathways to change (Figure 2).

Figure 2: Fairwork's pathways to change



Our fieldwork data, combined with feedback from workshops and consultations involving workers, informs how we systematically evolve the Fairwork principles to remain in line with their needs. There is nothing inevitable about poor working conditions in the platform economy. Despite their claims to the contrary, platforms have substantial control over the nature of the jobs that they mediate. Workers who find their jobs through platforms are ultimately workers, and there is no basis for denying them the key rights and protections that their counterparts in the formal sector have long enjoyed. Our scores show that the platform economy, as we know it today, already takes many forms, with some platforms displaying greater concern for workers' needs than others. This means that we do not accept low pay, poor conditions, inequity, and a lack of agency and voice as the norm. We hope that our work – by highlighting the contours of today's platform economy – paints a picture of what it could become.

Figure 3: Fairwork's Principles: Continuous Worker-Guided Evolution



Our first and most direct way to improve working conditions on digital labour platforms is to collaborate directly with the platforms that operate in Uruguay. Some of them are aware of our research and are eager to improve their results. For example, Soydelivery collaborated with us by providing us with detailed information about their policy changes and evidence of their positive effects on workers, including improving fair work standards compared to the evaluation made in the previous edition. Similarly, Cabify also actively participated by providing information and details of some good fair work practices.

We also engage with policymakers and government to advocate for the extension of appropriate legal protections to all platform workers, regardless of their legal classification. In the last year, we have provided information about the Fairwork project to the MTSS, the press and different social partners.

Finally, and most importantly, workers and their organizations are at the heart of the Fairwork model. First, our principles have been developed and are continually refined in close consultation with workers and their representatives (Figure 3). Data from our fieldwork, combined with feedback from workshops and consultations involving workers, informs how we systematically evolve Fairwork principles so that they remain in line with their needs. Finally, we have participated in our work with the most representative workers' organization in the service sector (FUECYS), as well as workers' organizations that work through platforms in the passenger transport (ACUA, CANOPER and UCTRADU) and delivery (UTP) sectors, to ensure that our scores reflect the priorities of the workers.

The Fairwork Pledge

As part of this process of change, we have introduced the Fairwork pledge. This pledge leverages the power of organizations' procurement, investment, and partnership policies to support fairer platform work. Organizations like universities, schools, businesses, and charities who make use of platform labour can make a difference by supporting the best labour practices, guided by our five principles of fair work. Organizations who sign the pledge get to display our badge on company organizational materials.

The pledge constitutes two levels. The first is as an official Fairwork Supporter, which entails publicly demonstrating support for fairer platform work, and making resources available to staff and members to help them in deciding which platforms to engage with. We are proud to announce that we have six official Fairwork Supporters in Germany: the Digital Transformation Centers, the Berliner Senatsverwaltung für Integration, Arbeit und Soziales, the ISF Munich, the IfS Frankfurt, the Friedrich Ebert Stiftung's Competence Centre Future of Work, and Algorithmwatch. A second level of the pledge entails organizations committing to concrete and meaningful changes in their own practices as official Fairwork Partners, for example by committing to using better rated platforms where there is a choice. The Berlin Social Science Center (WZB), the GIZ, the Deutscher Verband der freien Übersetzer und Dolmetscher e. V. (DVÜD), the Alexander von Humboldt Institute for Internet and Society (HIIG), and McDonald's Germany have become official Fairwork Partners in Germany.

For more information on the pledge and how to join, please visit:

fair.work/pledge

Fairwork Official Partner
Together for Fair Platform Work

Annex

ANNEX I: FAIRWORK SCORING SYSTEM

Which companies are covered by the Fairwork Principles?

The International Labour Organization (ILO) defines a "digital labour platform" as an enterprise that mediates and facilitates "labour exchange between different users, such as businesses, workers and consumers"[36]. That includes digital labour "marketplaces" where "businesses set up the tasks and requirements and the platforms match these to a global pool of workers who can complete the tasks within the specified time"[37]. Marketplaces that do not facilitate labour exchanges - for example, Airbnb (which matches owners of accommodation with those seeking to rent short term accommodation) and eBay (which matches buyers and sellers of goods) are obviously excluded from the definition. The ILO's definition of "digital labour platform" is widely accepted and includes many different business models[38]. Fairwork's research covers digital labour platforms that fall within this definition that aim to connect individual service providers with consumers of the service through the platform interface. Fairwork's research does not cover platforms that mediate offers of employment between individuals and employers (whether on a long-term or on a temporary basis).

Fairwork distinguishes between two types of these platforms. The first, is 'geographically tethered' platforms where the work is required to be done in a particular location such as delivering food from a restaurant to an apartment, driving a person from one part of town to another or cleaning. These are often referred to as 'gig work platforms'. The second is 'cloudwork' platforms where the work can, in theory, be performed from any location via the internet.

The thresholds for meeting each principle are different for location-based and cloudwork platforms because location-based work platforms can be benchmarked against local market factors, risks/harms, and regulations that apply in that country, whereas cloudwork platforms cannot because (by their nature) the work can be performed from anywhere and so different market factors, risks/harms, and regulations apply depending on where the work is performed.

The platforms covered by Fairwork's research have different business, revenue and governance models including employment-based, subcontractor, commission-based, franchise, piece-rate, shift-based, subscription models. Some of those models involve the platforms making direct payments to workers (including through sub-contractors).

How does the scoring system work?

The five Principles of Fairwork were developed through an extensive literature review of published research on job quality, stakeholder meetings at UNCTAD and the ILO in Geneva (involving platform operators, policymakers, trade unions, and academics), and in-country meetings with local stakeholders. Each Fairwork Principle is divided into two points. Accordingly, for each Principle, the scoring system allows the first to be awarded corresponding to the first threshold, and an additional second point to be awarded corresponding to the second threshold. The second point under each Principle can only be awarded if the first point for that Principle has been awarded. The thresholds specify the evidence required for a platform to receive a given point. Where no verifiable evidence is available that meets a given threshold, the platform is not awarded that point. A platform can therefore receive a maximum Fairwork score of 10 points. Fairwork scores are updated on a yearly basis; the scores presented in this report have been obtained from the data corresponding to the months between February and November 2025.

Principle	First Point		Second Point		Total
Principle 1 Fair Pay	1	Ensures workers earn at least the local minimum wage after costs	1	Ensures workers earn at least a local living wage after costs	2
Principle 2 Fair Conditions	1	Mitigates task-specific risks	1	Ensures safe working conditions and a safety net	2
Principle 3 Fair Contracts	1	Provides clear and transparent terms and conditions	1	Ensures that no unfair contract terms are imposed	2
Principle 4 Fair Management	1	Provides due process for decisions affecting workers	1	Provides equity in the management process	2
Principle 5 Fair Representation	1	Assures freedom of association and the expression of worker voice	1	Supports democratic governance	2

Maximum Fairwork Score: Fairwork 10 /10

Principle 1: Fair Pay

1.1 – Ensures workers earn at least the local minimum wage after costs (one point)

Platform workers often have substantial work-related costs to cover, such as transport between jobs, supplies, or fuel, insurance, and maintenance on a vehicle[39]. Workers' costs sometimes mean their take-home earnings may fall below the local minimum wage[40]. Workers also absorb the costs of extra time commitment, when they spend time waiting or travelling between jobs, or other unpaid activities necessary for their work, such as mandatory training, which are also considered active hours[41]. To achieve this point platforms must ensure that work-related costs do not push workers below local minimum wage.

The platform takes appropriate steps to ensure both of the following:

• Payment must be on time and in-full.

• Workers earn at least the local minimum wage, or the wage set by collective sectoral agreement (whichever is higher) in the place where they work, in their active hours, after costs[42].

1.2 – Ensures workers earn at least a local living wage after costs (one additional point)

In some places, the minimum wage is not enough to allow workers to afford a basic but decent standard of living. To achieve this point, platforms must ensure that work-related costs do not push workers below local living wage.

The platform takes appropriate steps to ensure the following:

• Workers earn at least a local living wage, or the wage set by collective sectoral agreement (whichever is higher) in the place where they work, in their active hours, after costs[43,44].

Principle 2: Fair Conditions

2.1 – Mitigates task-specific risks (one point)

Platform workers may encounter a number of risks in the course of their work, including accidents and injuries, harmful materials, and crime and violence. To achieve this point, platforms must show that they are aware of these risks and take basic steps to mitigate them.

The platform must satisfy the following:

• Adequate equipment and training are provided to protect workers' health and safety from task-specific risks[45]. These should be implemented at no additional cost to the worker.

• The platform mitigates the risks of lone working by providing adequate support and designing processes with occupational safety and health in mind.

• Platforms take meaningful steps to ensure that workers do not suffer significant costs as a result of accident, injury or disease resulting from work.

2.2 – Ensures safe working conditions and a safety net (one additional point)

Platform workers are vulnerable to the possibility of abruptly losing their income as the result of unexpected or external circumstances, such as, for example, sickness, or parenthood. Most countries provide a social safety net to ensure workers don't experience sudden poverty due to circumstances outside their control[46]. However, platform workers usually don't qualify for protections such as sick pay, because of their independent contractor status. In recognition of the fact that most workers are dependent on income they earn from platform work, platforms should ensure that workers are compensated for loss of income due to inability to work. In addition, platforms must minimize the risk of sickness and injury even when all the basic steps have been taken.

The platform must satisfy ALL of the following:

• The platform takes meaningful steps towards the social protection of its workers.

• Where workers are unable to work for an extended period due to unexpected circumstances, their standing on the platform is not negatively impacted.

• The platform implements policies or practices that protect workers' safety from task-specific risks. In particular, the platform should ensure that pay is not structured in a way that incentivizes workers to take excessive levels of risk.

Principle 3: Fair Contracts

3.1 – Provides clear and transparent terms and conditions (one point)

The terms and conditions governing platform work are not always clear and accessible to workers[47]. To achieve this point, the platform must demonstrate that workers are able to understand, agree to, and access the conditions of their work at all times and that they have legal recourse if the other party breaches those conditions.

The platform must satisfy ALL of the following:

• The party contracting with the worker must be identified in the contract, and subject to the law of the country/ state/region in which the worker works.

• The contract/terms & conditions are presented in full in clear and comprehensible language that all workers could be expected to understand.

• Workers have to sign a contract and/or give informed consent to terms of conditions upon signing up for the platform.

• The contracts/terms and conditions are easily accessible to workers in paper form, or via the app/ platform interface at all times.

• Contracts/terms & conditions do not include clauses that revert prevailing legal frameworks in the respective countries.

• Platforms take adequate, responsible and ethical data protection and management measures, laid out in a documented policy[48].

3.2 – Ensures that no unfair contract terms are imposed (one additional point)

In some cases, especially under 'independent contractor' classifications, workers carry a disproportionate amount of risk for engaging in a contract with the service user. They may be liable for any damage arising in the course of their work, and they may be prevented by unfair clauses from seeking legal redress for grievances. To achieve this point, platforms must demonstrate that risks and liability of engaging in the work is shared between parties.

Regardless of how the contractual status of the worker is classified, the platform must satisfy ALL of the following:

• Every worker is notified of proposed changes in clear and understandable language within a reasonable timeframe before changes come into effect; and the changes should not reverse existing accrued benefits and reasonable expectations on which workers have relied.

• The contract/terms and conditions neither include clauses which exclude liability for negligence nor unreasonably exempt the platform from liability for working conditions. The platform takes appropriate steps to ensure that the contract does not include clauses which prevent workers from effectively seeking redress for grievances which arise from the working relationship.

• In case platform labour is mediated by subcontractors: The platform implements a reliable mechanism to monitor and ensure that the subcontractor is living up to the standards expected from the platform itself regarding working conditions.

• In cases where algorithms are used to determine pricing, bonuses, ratings and/or allocate jobs, the data collected, and calculations used must be transparent and documented in a form available to workers in clear and comprehensible language that all workers could be expected to understand.

Principle 4: Fair Management

4.1 – Provides due process for decisions affecting workers (one point)

Platform workers can experience arbitrary deactivation; being barred from accessing the platform without explanation and potentially losing their income. Workers may be subject to other penalties or disciplinary decisions without the ability to contact the service user or the platform to challenge or appeal them if they believe they are unfair. To achieve this point, platforms must demonstrate an avenue for workers to meaningfully appeal disciplinary actions.

The platform must satisfy ALL of the following:

• There is an easily accessible channel for workers to communicate with a human representative of the platform and to effectively solve problems. This channel is documented in the contract and available on the platform interface. Platforms should respond to workers within a reasonable timeframe.

• There is a process for workers to meaningfully and effectively appeal low ratings, non-payment, payment issues, deactivations, and other penalties and disciplinary actions. This process is documented in a contract and available on the platform interface[49].

• In the case of deactivations, the appeals process must be available to workers who no longer have access to the platform.

• Workers are not disadvantaged for voicing concerns or appealing disciplinary actions.

4.2 – Provides equity in the management process (one additional point)

The majority of platforms do not actively discriminate against particular groups of workers. However, they may inadvertently exacerbate already existing inequalities in their design and management. For example, there is a lot of gender segregation between different types of platform work. To achieve this point, platforms must show not only that they have policies against discrimination, but also that they seek to remove barriers for disadvantaged groups and promote inclusion.

Platforms must satisfy ALL of the following:

• The platform has an effective anti-discrimination policy laying out a clear process for reporting, correcting and penalizing discrimination of workers on the platform on grounds such as race, social origin, caste, ethnicity, nationality, gender, sex, gender identity and expression, sexual orientation, disability, religion or belief, age or any other status[50].

• The platform has measures in place to promote diversity, equality and inclusion on the platform. It takes practical measures to promote equality of opportunity for workers from disadvantaged groups, including reasonable accommodation for pregnancy, disability, and religion or belief.

• Where persons from a disadvantaged group (such as women) are significantly under-represented among a pool of workers, it seeks to identify and remove barriers to access by persons from that group.

• If algorithms are used to determine access to work or remuneration or the type of work and pay scales available to workers seeking to use the platform, these are transparent and do not result in inequitable outcomes for workers from historically or currently disadvantaged groups.

• It has mechanisms to reduce the risk of users discriminating against workers from disadvantaged groups in accessing and carrying out work.

Principle 5: Fair Representation

5.1 – Assures freedom of association and the expression of worker voice (one point)

Freedom of association is a fundamental right for all workers, and enshrined in the constitution of the International Labour Organization, and the Universal Declaration of Human Rights. The right for workers to organize, collectively express their wishes – and importantly – be listened to, is an important prerequisite for fair working conditions. However, rates of organization amongst platform workers remain low. To achieve this point, platforms must ensure that the conditions are in place to encourage the expression of collective worker voice.

Platforms must satisfy ALL of the following:

• There is a documented mechanism[51] for the expression of collective worker voice that allows ALL workers, regardless of employment status, to participate without risks.

• There is a formal, written statement of willingness to recognize, and bargain with, a collective, independent body of workers or trade union, that is clearly communicated to all workers, and available on the platform interface[52].

• Freedom of association is not inhibited, and workers are not disadvantaged in any way for communicating their concerns, wishes and demands to the platform, or expressing willingness to form independent collective bodies of representation[53][54].

5.2 – Supports democratic governance (one additional point)

While rates of organization remain low, platform workers’ associations are emerging in many sectors and countries. We are also seeing a growing number of cooperative worker-owned platforms. To realize fair representation, workers must have a say in the conditions of their work. This could be through a democratically governed cooperative model, a formally recognized union, or the ability to undertake collective bargaining with the platform.

The platform must satisfy at least ONE of the following:

• Workers play a meaningful role in governing it.

• In a written document available at all times on the platform interface, the platform publicly and formally recognizes an independent collective body of workers, an elected works council, or trade union. This recognition is not exclusive and, when the legal framework allows, the platform should recognize any significant collective body seeking representation[55].

ANNEX II: PLATFORM FEEDBACK

Prior to publication, all evaluated companies were given the opportunity to review the score and provide feedback. Below are all the responses we received from companies.

Soydelivery

"At Soydelivery, we are pleased to have participated for the second consecutive year in the Fairwork Uruguay study. The score obtained in this edition, which represents an improvement over 2023, reflects concrete progress in our practices and reaffirms our commitment to building fairer and more transparent working conditions.

The final score is, for us, recognition of the work done, but also a benchmark for what we can build going forward, identifying opportunities for improvement to continue promoting fair conditions that have a tangible impact on people's experiences.

We especially appreciate the dialogue and the constructive approach of the Fairwork team, which enabled us to review our practices and processes and receive a well-founded external perspective.

Looking ahead, we are committed to constantly reviewing our policies. Our focus will be on incorporating progressive adjustments that contribute to further clarity, trust, and well-being. We will use the Fairwork assessment as a guide for progress, convinced that dialogue, constant review, and active listening are key to building an increasingly fair model."

Credits and financing

Fairwork is a project run out of the Oxford Internet Institute, University of Oxford, and the Berlin Social Science Center, and draws on the expertise and experience of staff at Access to Knowledge for Development Center (A2K4D) at the American University in Cairo's School of Business, Audencia Business School, TEDIC (Technology and Human Rights), Center for Development Evaluation and Social Science Research (CREDI), Center for Research in Public Administration from Universidad de Buenos Aires (Centro de Investigaciones en Administración Pública de la Universidad de Buenos Aires), Centre for Labour Research, Chulalongkorn University, Chinese University of Hong Kong's Centre for Social Innovation Studies, CIPG Innovation Policy Governance, De La Salle University, Federal University of Paraná, Federal University of Rio de Janeiro, Federal University of Rio Grande do Sul, FLACSO-Ecuador, Georgetown University, Humboldt University of Berlin, Institute for a Fair Economy, Institute for Social Research in Zagreb (ISRZ), International Institute of Information Technology Bangalore (IIITB), International University of Rabat, iSocial, KU Leuven, Lagos Business School, Luigj Gurakuqi University of Shkodër, National University of Singapore, Observatorio de Plataformas Perú, Phenix Center for Economics & Informatics Studies, Pollicy, Public Policy Research Center (CENTAR), Qhala, REPOA, Sapienza University of Rome, Social Solidarity and Inclusive Economy (ISSIE), Solidarity Center, TEDIC, The Institute for Structural Research (IBS), The Policy Initiative, TU Wien, Universidad Adolfo Ibáñez, Universidad Católica del Uruguay, Universidad Complutense de Madrid, Universidad del Rosario,) University of Brasília, University of California's Hastings College of the Law, University of Cape Town, University of Manchester, University of Pretoria, University of the Philippines Diliman, University of the Western Cape, University of Warsaw, XU University.

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None of the researchers have any connection with any of the platforms, and the work undertaken received no funding or support in kind from any platform or any other company, and we declare that there is no conflict of interest.

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Notes

1. Project approved by the Research Ethics Committee of the Catholic University of Uruguay.
2. In the case of Uruguay, the living wage was calculated on the basis of an additional 30% to the corresponding minimum wage. In countries of the region, the percentage differences between the minimum wage and the living wage are usually higher, varying from 50% to 70%.
3. In the case of Uruguay, the living wage was calculated based on an additional 30% to the corresponding minimum wage. In other countries in the region, the percentage differences between the minimum wage and the living wage are usually greater, ranging from 50% to 70%.
4. For the distribution activity, Level 1, Cadet, of Group 19, subgroup 09 of the Salary Councils; for the activity of passenger transport, Driver, Group 13, subgroup 14 of the Wage Councils. The amount of the minimum wage includes what would correspond proportionally to receive for leave, vacation salary, Christmas bonus and other benefits provided for in the respective group and subgroup of activity within the scope of the Wage Councils.
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15. According to data surveyed up to September 2025.
16. 1st Shift Labour Appeals Tribunal, Sent. 111/2020, 03.06.2020; 2nd Shift Labour Appeals Tribunal, Sent. 151/2022, 17.08.2022; 3rd Shift Labour Appeals Court, Sent. 131/2022, 02.06.2022; 4th Shift Labour Appeals Tribunal, Sent. 233/2024, 13.11.2024.
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20. https://www.impo.com.uy/bases/decretos/145-2025.
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30. 2nd Shift Labour Appeals Tribunal, Sent. 220/2025, 24.10.2025.
31. https://www.deliveryhero.com/brands-countries/.
32. For example, Clause 13 provides: "the Provider shall hold harmless and release the Company from any liability resulting from a claim by third parties by reason of the execution of this Agreement". This provision is contrary to Article 9 of Law 20,396. Additionally, in terms of personal data protection, Clause 18 of the terms and conditions provides: "The processing of personal data, sensitive data and information will be carried out for the following purposes related to the commercial relationship of the parties". This provision is contrary to Article 13 of Law 18,331.
33. Specifically, the Clause 13 mentioned.
34. 2nd Shift Labour Appeals Court; Sent. 220/2025; 20.10.2025.
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37. Ibid.
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39. Work-related costs include direct costs the worker may incur in performing the job. This may include, for instance, transport in between jobs, supplies, vehicle repair and maintenance, fuel, road tolls and vehicle insurance. However, it does not include transport to and from the job (unless in-between tasks) nor taxes, social security contributions or health insurance.
40. The ILO defines minimum wage as the "minimum amount of remuneration that an employer is required to pay wage earners for the work performed during a given period, which cannot be reduced by collective agreement or an individual contract." Minimum wage laws protect workers from unduly low pay and help them attain a minimum standard of living. The ILO's Minimum Wage Fixing Convention, 1970 C135 sets the conditions and requirements of establishing minimum wages and calls upon all ratifying countries to act in accordance. Minimum wage laws exist in more than 90 per cent of the ILO member states.
41. In addition to direct working hours where workers are completing tasks, workers also spend time performing unpaid activities necessary for their work, such as waiting for delivery orders at restaurants and travelling between jobs and undertaking mandatory training (i.e., training activities that must be completed for workers to continue accessing work on the platform). These indirect working hours are also considered part of active hours as workers are giving this time to the platform. Thus, 'active hours' are defined as including both direct and indirect working hours.
42. In order to evidence this, where the platform is responsible for paying workers the platform must either: (a) have a documented policy that ensures the workers receive at least the local minimum wage after costs in their active hours; or (b) provide summary statistics of transaction and cost.
43. Where a living wage does not exist, Fairwork will use the Global Living Wage Coalition's Anker Methodology to estimate one. In the case of Brazil, the DIEESE indicator of minimum necessary wage was used.
44. In order to evidence this, where the platform is responsible for paying workers the platform must either: (a) have a documented policy that ensures the workers receive at least the local living wage after costs in their active hours; or (b) provide summary statistics of transaction and cost data evidencing all workers earn a living wage after costs.
45. The ILO recognises health and safety at work as a fundamental right. Where the platform directly engages the worker, the starting point is the ILO's Occupational Safety and Health Convention, 1981 (C155). This stipulates that employers shall be required "so far as is reasonably practicable, the workplaces, machinery, equipment and processes under their control are safe and without risk to health", and that "where necessary, adequate protective clothing and protective equipment [should be provided] to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects on health."
46. The ILO's Social Security (Minimum Standards) Convention, 1952 (No. 102), establishes nine classes of benefit (medical care and benefits in respect of sickness, unemployment, old age, employment injury, family, maternity, invalidity and survivors). Source: https://webapps.ilo.org/public/english/revue/download/pdf/ghai.pdf, p.122.
47. The ILO's Maritime Labour Convention, 2006 (MLC 2006), Reg. 2.1, and the Domestic Workers Convention, 2011 (C189), Articles 7 and 15, serve as helpful guiding examples of adequate provisions in workers' terms and conditions, as well as worker access to those terms and conditions.
48. As stated in international standards, ethical data protection includes aspects such as legitimacy and lawfulness, proportionality, purpose limitation, transparency, quality, data subject's rights (access, rectification, evaluation, erasure, and portability), accountability, and collective rights. Also, when using AI, the rights to be informed about it and to have a human interface.
49. Workers should have the option of escalating grievances that have not been satisfactorily addressed and, in the case of automated decisions, should have the option of escalating it for human mediation.
50. In accordance with the ILO Convention No. 111 concerning Discrimination in Respect of Employment and Occupation and applicable national law.
51. A mechanism for the expression of collective worker voice will allow workers to participate in the setting of agendas so as to be able to table issues that most concern them. This mechanism can be in physical or virtual form (e.g. online meetings) and should involve meaningful interaction (e.g. not surveys). It should also allow for ALL workers to participate in regular meetings with the management.
52. For example, "[the platform] will support any effort by its workers to collectively organise or form a trade union. Collective bargaining through trade unions can often bring about more favourable working conditions".
53. See the ILO's Freedom of Association and Protection of the Right to Organise Convention, 1948 (C087), which stipulates that "workers and employers, without distinction, shall have the right to establish and join organisations of their own choosing without previous authorisation" (Article 2); "the public authorities shall refrain from any interference which would restrict the right or impede the lawful exercise thereof" (Article 3) and that "workers' and employers' organisations shall not be liable to be dissolved or suspended by administrative authority" (Article 4). Similarly the ILO's Right to Organise and Collective Bargaining Convention, 1949 (C098) protects the workers against acts of an ti-union discrimination in respect of their employment, explaining that not joining a union or relinquishing trade union membership cannot be made a condition of employment or cause for dismissal. Out of the 185 ILO member states, currently 155 ratified C087 and 167 ratified C098.
54. If workers choose to seek representation from an independent collective body of workers or union that is not readily recognized by the platform, the platform should then be open to adopt multiple channels of representation, when the legal framework allows, or seek ways to implement workers' queries to its communication with the existing representative body.
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