

Fair Work for Platform Workers: Lessons from the EU Directive and Beyond

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1. INTRODUCTION

The adoption of an EU Directive on Platform Work in March 2024 signals a crucial acknowledgement of the need for legal regulation of a burgeoning form of work which defies traditional conceptions of employment. In the past decade, platform work has been one of the fastest-growing forms of work globally. In the European Union alone it has been estimated that the number of people performing platform work would rise from over 28 million in 2022 to 43 million by 2025.¹ But, while promising flexibility, autonomy and lower entry barriers compared to more traditional forms of work, platform work has been shown to foster precarity and insecurity for many,² combining the challenges of casual work, which have already strained the boundaries of labour law, with those of algorithmic management, in which managerial power is increasingly mediated by Artificial Intelligence (AI). The Platform Work Directive (PWD) is therefore potentially a blueprint not just for regulating platform work, but for wider regulation of both casual work and algorithmic management systems. Its strengths and weaknesses can also provide guidance for the proposed International Labour Organization (ILO) discussion on decent work in the platform economy, which is on the agenda of the 2025 ILO Conference.³

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¹Council of the European Union (2024) 'EU rules on platform work'. <<https://www.consilium.europa.eu/en/policies/platform-work-eu/>> accessed 15 July 2024.

²Jamie Woodcock and Mark Graham, *The Gig Economy: A Critical Introduction* (Cambridge and Oxford: Polity, 2020).

³ILO [2022] GB.346/INS/PV, para. 92(b), Resolution concerning the second recurrent discussion on social dialogue and tripartism <https://www.ilo.org/wcmsp5/groups/public/---ed_norm/---relconf/documents/meetingdocument/wcms_633143.pdf#page=5> accessed 14 June 2023.

This paper analyses the PWD from the perspective of extensive on-the-ground research conducted by the Fairwork project and uses this experience to suggest ways forward for the proposed ILO Convention. Since 2019, Fairwork has developed and applied a set of principles to evaluate the working conditions of platform workers, producing more than 700 ratings on digital labour platforms (DLPs) in 39 countries.⁴ This has given the project unique experience in testing the waters, preparing the ground, and setting precedents for interventions on a broader scale. These interactions can be seen as a laboratory for “crafting contextually attuned solutions” which are capable of finding buy-in by all parties,⁵ minimising the risk of generating resistance, evasion and, ultimately, ineffectiveness.⁶ In addition, the specificity of the measures agreed on by individual platforms operating under different conditions can serve as possible precedents for addressing similar differences on a broader scale.⁷

The PWD forms part of a package of reforms at the EU level to regulate the digital economy, together with the Digital Markets Act⁸, the Digital Services Act⁹ and the Artificial Intelligence Act.¹⁰ It represents the first piece of legislation regulating platform work at the EU level and among the first regulations on platform work worldwide.¹¹ Its content

⁴For an explanation of Fairworks’s methodology, see Part 3 below.

⁵John Braithwaite, *Regulatory Capitalism: How it Works, Ideas for Making it Better* (Cheltenham: Elgar, 2008), 163.

⁶Bob Hepple, ‘Negotiating social change in the shadow of the law’ (2012) 129 *South African Law Journal* 248, 254.

⁷Fairwork, ‘*Fairwork Annual Report*’ (Oxford University, 2023) <<https://fair.work/en/fw/publications/fairwork-annual-report-2023-state-of-the-global-platform-economy/>> accessed 14 Oct 2024.

⁸Regulation (EU) 2022/1925 of the European Parliament and of the Council of 14 September 2022 on contestable and fair markets in the digital sector and amending Directives (EU) 2019/1937 and (EU) 2020/1828 (Digital Markets Act) (Text with EEA relevance).

⁹Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act) (Text with EEA relevance).

¹⁰Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828 (Artificial Intelligence Act) (Text with EEA relevance).

¹¹Fairwork had previously published two policy briefs relating to the PWD while it was being negotiated, providing policy recommendations based on the evidence Fairwork had gathered in multiple countries: Fairwork, ‘Policy Brief: Fairwork Recommendations for the EU Directive on Platform Work’ (Oxford University 2023, Oxford) <<https://fair.work/en/fw/publications/policy-brief-fairwork-recommendations-for-the-eu-directive-on-platform-work/>> accessed 3

has proved highly controversial, and this was reflected in its approval path.¹²

The PWD takes significant steps towards greater protection for platform workers. Crucially, it broadens the scope of labour law protection by requiring Member States to create a rebuttable presumption of employee status for platform workers. For workers who gain employee status, this should open the door to the employment protection rights available in that jurisdiction. To complement this, it applies a range of digital rights to all persons performing platform work (PPPW) and all digital labour platforms (DLPs), regardless of whether they regard themselves as employers.¹³ Although some of these rights are already available to natural persons in the EU under the General Data Protection Regulation (GDPR),¹⁴ the PWD aims to provide a higher level of protection where automated monitoring or decision-making systems (ADMS) apply to platform work.¹⁵ Recognising that ‘the consent of persons performing platform work to the processing of their personal data cannot be assumed to be freely given’ due to the power imbalance between PPPW and DLPs,¹⁶ it prevents the use of ADMS to process certain personal

March 2025; Fairwork, ‘Fairwork’s Response to the EU Directive on Platform Work: Platforms Should Follow Enforceable Standards!’ (Oxford University 2024) < <https://fair.work/en/fw/publications/fairworks-response-to-the-eu-directive-on-platform-work-platforms-should-follow-enforceable-standards/>> accessed 3 March 2025, Oxford .

¹²The EU Commission published an initial proposal on 9 December 2021, containing measures to facilitate the correct determination of employment status of platform workers, through a list of criteria that would trigger a presumption of employment and for improved transparency in algorithmic management and protection of workers’ data, as well as provisions to strengthen collective representation. The European Parliament drafted a report which was adopted on 12 December 2022, amending the initial proposal in several ways, including the replacement of mandatory criteria with a general presumption of employment; strengthening the requirements of human oversight in algorithmic decision making; and reinforcing provisions relating to data protection rights and collective representation. After several attempts, the EU Council adopted its position on 7 June 2023 which watered down several provisions in the Commission’s proposal, including the criteria to trigger the presumption of employment. An initial inter-institutional compromise agreement was later rejected in favour of a new inter-institutional agreement on 8 February 2024, which was in turn rejected by the Council. In the end, after fraught discussions, a final agreement was reached on 11 March 2024 and the PWD was officially adopted by the EU Parliament on 24 April 2024 and by the Council on 14 October 2024.

¹³A DLP is defined as a natural or legal person which provides a service electronically at the request of a recipient, where that service necessarily involves the organization of work (online or at a location) by individuals for payment, and involves the use of automated monitoring or decision-making systems (Art 2(1)).

¹⁴Reg (EU) 2016/679 and see also the Artificial Intelligence Act (Reg (EU) 2024/1689).

¹⁵Preamble 39.

¹⁶Preamble 40.

data, regardless of consent.¹⁷ It also establishes more specific rules than the GDPR for impact assessments; and lays down additional transparency and information obligations where ADMS are used to make or support decisions on working conditions or restricting or terminating accounts, including requiring greater involvement of workers' representatives. It gives workers the right to have data on their work performance transmitted to third parties, including other DLPs (portability). Decisions on suspension or termination must be taken by a human being, and PPPW have the right to an explanation for decisions taken or supported by ADMS.

The PWD thus creates a new synthesis of traditional employment rights for a wider group of workers who can benefit from the presumption of employee status and digital rights irrespective of employment status for all PPPW. Nevertheless, it does not fundamentally challenge the ingrained assumption in most legal systems that substantive labour rights should depend on employment status,¹⁸ nor does it sufficiently adapt employment rights to the particular requirements of platform workers. Moreover, while the provision of digital rights to all PPPW regardless of employment status might mitigate the asymmetry of power between DLPs and workers, its effectiveness is limited by the broader economic realities of platform work. Fairwork's fieldwork consistently demonstrates that the most pressing concerns for workers remain fair pay, stable employment, and adequate social protections. Fairwork's findings also highlight the limited impact of digital rights when economic conditions remain poor. While transparency and oversight may offer procedural fairness, they do not alter the structural precarity of platform work. Transparency in algorithmic management does not address the fact that many workers simply do not earn enough to support themselves. Similarly, privacy protections and data portability rights do little to alleviate income insecurity or job instability. Even the right to challenge algorithmic decisions is only meaningful if workers have the financial security to pursue such challenges without risking their livelihoods. In short, while the PWD introduces important safeguards, these rights pale in comparison to the more fundamental need for fair wages, predictable work, and social protection. Without parallel measures to improve pay structures, employment security, and collective bargaining rights, digital rights alone will not significantly alter the exploitative conditions that define much of platform work today.

¹⁷Art 7. See Veena Dubal, 'Data Laws at Work' *The Yale Law Journal Forum* January 31, 2025, 426, 7.

¹⁸For the ambiguity in international law see Breen Creighton and Shae McCrystal, 'Who is a 'Worker' in International Law' (2016)37 *Comparative Labor Law & Policy Journal* 691.

Part 2 of this article addresses the threshold question of who should be the subject of legal protection. Fairwork's premise has always been that substantive rights should be available to workers regardless of employment status. This has allowed us to leapfrog this highly dispute-prone categorisation and concentrate on how to shape decent work standards that are appropriate to platform work. It is argued that this should be the way forward for any proposed ILO Convention. Part 3 describes the rationale and methodology of the Fairwork project and how we derived, applied and refined the five main principles of decent work (i.e. Fair Pay; Fair Conditions; Fair Contracts; Fair Management; and Fair Representation) constituting the main criteria of our research. Part 4 draws on this research to evaluate the PWD against each of the five principles. Part 5 concludes with recommendations for a future proposal for an ILO Convention on Platform Work.

2 EMPLOYMENT STATUS AND PLATFORM WORK

(A) The Challenge

It is estimated that, in 2021, over 90% of platform workers in the EU were regarded as self-employed.¹⁹ The continuing contestation over the appropriate categorization of platform workers is well-known. DLPs have long maintained that platform workers are self-employed as justification for their exclusion from core employment rights. While litigation in several jurisdictions has demonstrated that many of the indicia of employment are typically present in the relationship between platforms and PPPW, platforms have become adept at reconfiguring the terms of the relationship to bypass those indicia. This is greatly facilitated using ADMS, which obscures the control exercised by platforms over their workers.

This pattern is not unique to platform work. The casualisation of work has been a growing trend for decades, spurred by similar incentives for employers to shift the costs and risks of work to workers.²⁰ Likewise, ADMS is increasingly permeating non-platform work. The challenge is nevertheless

¹⁹EU Commission 2021/0414 Proposal for a directive of the European Parliament and of the council on improving working conditions in platform work [2021] <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52021PC0762>.

²⁰Ilda Durri, 'The intersection of casual work and platform work: lessons learned from the casual work agenda for the labour protection of platform workers' (2023) 14 *European Labour Law Journal* 474.

heightened in platform work, where platforms cast themselves as no more than opportunities for workers to connect with those requiring their services. Court cases²¹ and laws²² around the world have recognised the dependent nature of platform work, prompting the reclassification of workers. Nevertheless, misclassification remains rife, with platforms either misapplying the court decision²³ or not respecting or circumventing the law.²⁴

The difficulty in demarcating a coherent boundary between employees and self-employed workers prompts the question of why such a boundary is needed. The background assumption is that employers should only be responsible for providing decent work when they have control over workers or workers are subordinate to them, whereas self-employed workers are presumed to be capable of providing for themselves. The reality is quite different. Platforms are able to offload risks onto workers who are least able to bear them by labelling them as self-employed. Arguably, these legal categories create an incentive for platforms to do so.

²¹For example, (UK) *Uber v Aslam* [2021] UKSC 5; (Australia) *Klooger v Foodora Australia Pty Ltd* [2018] FWC 6836; (Belgium) Dossier n°: 187 – FR – 20200707 [2020] Commission Administrative de règlement de la relation de travail; (Canada) *Canadian Union of Postal Workers (CUPW) v. Foodora Inc* [2020] OLRB Case No: 1346-19-R Ontario Labour Relations Board [2020]; (Chile) *Alvaro Felipe Arredondo Montoya and Pedidos Ya Chile* [2020] SPA Court of Appeal of Concepción Rol N° 395-2020; (France) *Mr B. v. Take Eat Easy* (Judgment N 1737) [2018] Labour Chamber of the Court of Cassation; *Mr X v. Uber France and Uber BV* [2020] Ruling No. 374 Labour Chamber of the Court of Cassation; (Germany) Case No. 9 AZR 102/20 [2020] Federal Labour Court (Netherlands) *Deliveroo v. Federation of the Dutch Trade Movement (FNV)* [2021] Amsterdam Court of Appeal; (South Korea) *Do-Hyun Kwak v SoCar et al* [2020] National Labour Relations Commission; (Spain) *Rider v. Glovo* App 23, S.L [2017] Supreme Court of Spain.; (Switzerland) *Cour d'appel civile du Canton de Vaud*. Ruling no. P317.026539-190917/380 [2020] of 23 April; (UK) *Addison Lee Ltd v Gascoigne* [2018] UKEAT/0289/17/LA; *Addison Lee Ltd v Lange & Ors* [2018] UKEAT/0037/18/BA; (Uruguay) *Esteban Queimada v. Uber BV* [2020] Labour Court of Appeals; (USA) *Matter of Lowry (Uber Tech., Inc–Commissioner of Labor* [2020] NY Slip Op 07645.

²²For example, Law 20/2007, 11 July 2020 ('Statute of Autonomous Work'), Royal Law Decree N. 9/2021, 11 May 2021 ('Riders Law'); (Italy) Law no. 183/2014 ('Jobs Act'); Law no. 81/2017 ('Smart work law'); Italian Directive on Smart Working and Teleworking No. 3/2017. See further Antonio Aloisi, 'Platform work in Europe: Lessons learned, legal developments and challenges ahead' [2022] 13 *European Labour Law Journal* 4.

²³ADCU, 'ADCU demands Sadiq Khan force Uber to comply with Supreme Court worker rights ruling as condition of imminent licence renewal decision', (ADCU Website, 2023) <<https://www.adcu.org.uk/news-posts/uber-license-renewal-decision>> accessed 14 June 2023.

²⁴Natasha Lomas, 'Spain's delivery platform Glovo fined again for breaching labor laws' *TechCrunch*, January 2023, <<https://techcrunch.com/2023/01/24/glovo-madrid-labor-law-fine/>> accessed 8 July 2024; Federico Martelloni 'CCNL Assodelivery – UGL: una buca sulla strada dei diritti dei rider', [2021] *Questione Giustizia*, 2.

Platform companies generally claim that they simply offer a matching service between the supply and demand of labour. Thus, a senior manager of one of the largest ride-hailing platform companies stated that the company has no workers who are drivers, nor does it pay them.²⁵ This subverts the work relationship: workers are portrayed as customers and platforms as service providers.

In reality, however, services performed by workers are designed, branded and offered to customers by platforms on terms largely determined by platforms. Quality control, too, is typically exercised by platforms. Few if any of these essential entrepreneurial aspects are within the workers' control, and workers are subject to platforms' authority as to the performance of their work in the same way as employees. Moreover, platforms are capable of providing the fundamentals of decent work. Our research has led to an extensive, internationally comparative database that includes examples of ways in which some platforms can and do achieve standards of fair work. Although this is far from widespread, the fact that isolated instances do exist of various of Fairwork's principles being applied by platforms illustrates that they are capable of exercising the core responsibilities of employers.

(B) Responses to the Challenge

Internationally, this situation has elicited various legal responses. One is to place greater emphasis on the factual work relationship than on contractual terms. This approach, which is set out in ILO recommendation 198²⁶ and reflected in a series of court decisions in several jurisdictions,²⁷ has somewhat diluted the power of employers to evade their responsibilities through writing misleading clauses in contracts. A second approach is to create a presumption that a worker is an employee eligible for employment rights. Particularly prominent have been the presumptions included in South African legislation²⁸ and in the California Labor Code (discussed below). A third approach, is to create further categories of 'worker', combining certain indicia of self-employment with those of employment. In the UK, anti-discrimination laws apply to independent contractors provided the contract is for personal services.²⁹ A further sub-category known as

²⁵Private conversation with one of the authors.

²⁶ILO Employment Relationship Recommendation (2006) 198 para 11(b).

²⁷E.g., (UK) *Independent Workers Union of Great Britain v Central Arbitration Committee* [2023] UKSC 43; *Autoclenz Ltd v Belcher* [2011] UKSC 41; (USA) *Keith v. News Sun Sentinel* [1996] Co. 667 So. 2d 167; (South Africa) *Denel (Pty) Ltd v Gerber* [2005] 9 BLLR 849 (LAC).

²⁸Labour Relations Act [1995] 66, s 200A.

²⁹Equality Act 2010, s83(2).

‘limb (b) workers’,³⁰ are entitled to a more limited set of employment rights than employees. In Chile, similarly, platform workers who are classified as ‘dependent’ workers are granted a specific set of rights and protections.³¹ However, while each of these approaches mitigates the dissonance, they also raise their own complexities.³²

The PWD adopts all three approaches in some form. It asserts the primacy of fact, establishes a presumption of employment, and creates a separate category of PPPW with a limited set of rights. The first approach, in Article 4, states that the ‘ascertainment of the existence of an employment relationship shall be guided primarily by the facts relating to the actual performance of work, including the use of automated monitoring systems or automated decision-making systems in the organisation of platform work, irrespective of how the relationship is designated in any contractual arrangement that may have been agreed between the parties involved’.

The second approach, in Article 5, requires Member States to establish a rebuttable legal presumption that the relationship between a DLP and a person performing work through that platform is an employment relationship ‘when facts indicating control and direction’ are found. The onus is thus on the DLP to rebut the presumption. The Commission’s original iteration set out criteria for the presumption to be triggered³³ whereas the PWD devolves responsibility to Member States to do so in accordance with their national law, collective agreements or practice, with consideration of ECJ case-law. Thirdly, the Directive extends certain rights to a broader category of ‘persons performing platform work’ (PPPW) even if they are not presumed to be employees.³⁴

(C) Assessing These Responses

While these are welcome developments, they raise the question of how far they can go in advancing the agenda for achieving decent work for all PPPW. The success or otherwise of this approach also has implications for

³⁰Due to the definition being in s. 230(3)(b) of the Employment Relations Act 1996.

³¹Fairwork, ‘New regulation of platform work in Chile: a missed opportunity?’ (Oxford University 2023) <<https://fair.work/en/fw/publications/new-regulation-of-platform-work-in-chile-a-missed-opportunity/>> accessed 6 May 2025.

³²Nicola Kountouris ‘The concept of “worker” in European labour law: fragmentation, autonomy and scope’ (2018) 47 *Industrial Law Journal* (UK) 192.

³³Antonio Aloisi, Silvia Rainone and Nicola Countouris, ‘An unfinished task? Matching the Platform Work Directive with the EU and international ‘social acquis’’ [2023] ILO Working Paper 101. <https://www.ilo.org/global/publications/working-papers/WCMS_907189/lang--en/index.htm> 14

³⁴E.g. Arts. 10, 11 and 23.

setting decent work standards for other casual workers and workers subject to ADMS. Fairwork's research, involving interviews or surveys covering over 7,400 platform workers worldwide, has repeatedly shown workers being subjected to opaque algorithmic decisions regarding working conditions as well as disciplinary decisions, of which they have limited information and even less ability to challenge. This experience highlights several limitations of the PWD's approach to employment classification.

The first concerns the primacy of fact principle. A focus on fact goes some way to curtailing the power of platforms to manipulate contractual formulations. However, it can only go so far. Although the factual relationship is less easily manipulable, platforms can also control the facts. For example, UK courts tend to regard a contractual clause permitting a worker to find a substitute as a marker of self-employment. Following this cue, platforms frequently include a clause allowing substitutions., Although the primacy of fact principle is of some assistance in exposing sham substitution clauses,³⁵ it remains possible for platforms to shape the facts. This was illustrated by the *Deliveroo* case before the UK Supreme Court (UKSC).³⁶ Here the substitution clause, introduced by Deliveroo shortly before the Central Arbitration Committee (CAC) hearing, was the key factor leading the Court to conclude that riders were self-employed. Although the CAC found that very few riders used the substitution possibility, it held that the substitution clause reflected the true relationship. This was because, rather than being guided by workers' experience, it relied on facts entirely determined by the platform, including the absence of policing the use of substitutes and the fact that Deliveroo did not object to riders making a profit from substitution. This decision was endorsed by the UKSC.³⁷

Secondly, a focus on the primacy of facts means that the classification of the relationship must be made on a case-by-case basis, resulting in repeated litigation. This is only partially corrected by the PWD's presumption of employment because the presumption only arises 'when facts indicating control and direction' are found according to national law. The Directive does include some provisions to make this process easier, including requirements that the legal presumption should not increase the burden on PPPW in proceedings to ascertain employment status³⁸ and the establishment of

³⁵Ibid.

³⁶*Independent Workers Union of Great Britain v Central Arbitration Committee* [2023] UKSC 43.

³⁷Ibid paras [70], [28]; Gwyneth Pitt, 'The Simple Things You See Are All Complicated': Thoughts on Deliveroo' (2024) 53 *Industrial Law Journal* (UK) 784.

³⁸Art. 5.

appropriate procedures to proactively identify, target and pursue DLPs that fail to comply with rules on the correct determination of employment status.³⁹ These are welcome steps forward. However, the DLP might still resist the classification, believing that, given its control of the facts, it could rebut the presumption. Even though a court might find against it, as in *Uber v Aslam*,⁴⁰ case-by-case litigation seems unavoidable.

Experience from other jurisdictions is instructive. In 2002, before the advent of platform work, the South African Labour Relations Act introduced a presumption of employment for all workers which is triggered if any one of a set of criteria is present.⁴¹ If the employer or platform challenges the presumption, however, the test for determining whether the worker is an employee is the same ‘dominant impression’ test used in all cases whereby the court must decide, on a case-by-case basis, whether the facts are predominantly indicative of an employment relationship.⁴²

A stricter approach is the ABC test introduced in California by the state Supreme Court in *Dynamex*,⁴³ followed by legislation.⁴⁴ This creates a rebuttable presumption that any person providing labour or services for remuneration is an employee. To rebut it, the hiring party must demonstrate that three conditions are satisfied: (A) freedom from control of the performance of the work, both contractually and in fact; (B) the work is outside the usual course of the hirer’s business and (C) the person is customarily engaged in ‘an independently established trade occupation or business of the same nature as that of the work performed’.⁴⁵ Given that all three conditions must be satisfied, this is a heavy burden, potentially providing more certainty for workers as to their status.⁴⁶ However, the test is accompanied by a long list of exceptions, to which the common law test⁴⁷ continues to apply. Moreover, a referendum largely driven by platforms inserted a provision exempting

³⁹ Art. 6.

⁴⁰ *Uber BV v Aslam* [2018] EWCA Civ 2748; Jeremias Adams-Prassl, ‘Uber BV v Aslam: “[W]ork relations ... cannot safely be left to contractual regulation” (2023) 51 *Industrial Law Journal* (UK) 955; J. Atkinson and H. Dhorajiwala, ‘The future of employment: purposive interpretation and the role of contract after Uber’ (2022) 85(3) *Modern Law Review* 787.

⁴¹ Labour Relations Act (66 of 1995), s.200A.

⁴² *State Information Technology Agency (Pty) Ltd v CCMA & others* [2008] 29 *ILJ* 2234 (LAC).

⁴³ *Dynamex Inc v Superior Court of Los Angeles* (2018) 4 Cal.5th 903.

⁴⁴ Guy Davidov and Pnina Alon-Shenker, ‘The ABC test: a new model for employment status determination’ (2022) 51 *Industrial Law Journal* (UK) 235.7

⁴⁵ California Labor Code, § 2775(b)(1) (‘AB5’).

⁴⁶ Davidov and Alon-Shenker (n.44).

⁴⁷ *Borello v Department of Industrial Relations* (1989) 48 Cal3d 341

app-based transportation and delivery companies and classifying their drivers as independent contractors.⁴⁸ Davidov and Alon-Shenker conclude that, with some modifications, the ABC presumption is useful in advancing the purposes of labour law.⁴⁹

The PWD presumption, however, is weaker than the ABC test. Whereas the Californian presumption is triggered simply by the performance of work for another, the PWD presumption requires facts indicating control and direction. Simultaneously, the onus on the work-provider to rebut the presumption in the Californian framework is more rigorous, requiring demonstration of all three criteria.

The third critique concerns the PWD's establishment of certain rights for all PPPW regardless of their employment status. 'PPPW' draws no boundaries between workers within the field of 'platform work'.⁵⁰ However, protections are confined to workers performing work organised through a DLP and performed in the EU.⁵¹ DLPs offering online services can thus avoid compliance with the PWD by sourcing workers outside the EU. Likewise, safeguards provided to PPPW do not extend to workers in conventional sectors who are managed by automated digital systems.⁵² Although this is an inevitable consequence of the political choice for a directive aimed solely at 'platform workers', the proliferation of definitional boundaries multiplies the risk of litigation and provides new opportunities for manipulation.⁵³

More fundamentally, the question remains why, if some rights can be afforded to workers who are found to be self-employed, other rights should be denied them. The traditional principle that responsibility for decent work standards is dependent on having control over the worker has little purchase when the work-provider is a platform that can dictate terms regardless of

⁴⁸Proposition 22 2024 Bus. & Prof. Code, 7448–7467, 2024

⁴⁹Davidov and Alon-Shenker (n.44).

⁵⁰Whether a worker falls within the definition of PPPW may be disputed. It is suggested that the definition lends itself to a similar interpretation as that of 'solo self-employed person' in the Guidelines on the application of Union competition law to collective agreements regarding the working conditions of solo self-employed persons, 2022/C 374/02 art 1(2)(c).

⁵¹PWD Art. 2(1)(a).

⁵²Antonio Aloisi, Silvia Rainone and Nicola Countouris 'An unfinished task? Matching the Platform Work Directive with the EU and international 'social acquis'' (ILO Working papers 101 (2023) <<https://webapps.ilo.org/static/english/intserv/working-papers/wp101/index.html>> accessed 14 Oct 2024.

⁵³The European Commission intends introducing 'an initiative to protect workers from potential exploitation under algorithmic management systems': see Ursula von der Leyen 'Mission Letter' <<https://www.winssolutions.org/european-commission-2024-2029-people-skills-and-preparedness-at-the-forefront/>> accessed 2 March 2023.

such control, or in a range of other occupations where de facto employers can exercise indirect control over work performed on their behalf. Hence, Fairwork's premise has always been that decent work for PPPW should not depend on employment status.⁵⁴ Our experience demonstrates that there is no need to draw boundaries, as platform workers tend to experience similar issues, including low and irregular pay, lack of protections, and limited or no collective representation, regardless of employment status.⁵⁵ The focus should instead be on the substance of the rights to which all workers, or specific categories of workers, should be entitled.

This can be seen in relation to 'limb b' workers under UK legislation.⁵⁶ This category covers workers who are not employees, but who provide personal service to work providers who are not customers or clients.⁵⁷ However, the focus on personal service renders this category increasingly inappropriate in addressing the modern labour market. The reality of platform work includes sub-contracting and intermediaries, with workers renting out their accounts to others, or otherwise creating opportunities for themselves. The UK Immigration Minister has warned that the substitution model is enabling illegal working and exploitation⁵⁸ while, at the same time, the legal model incentivises platforms to enable substitution. The PWD helpfully stipulates that the use of intermediaries should not displace the liability of the platform to workers.⁵⁹ However, intermediaries themselves should also be entitled to decent work standards, even if they are not always performing

⁵⁴Simon Deakin, "The many futures of the contract of employment" in Joanne Conaghan, Richard Michael Fischl and Karl Klare (eds), *Labour Law in an Era of Globalization* (Oxford: OUP 2002); Sandra Fredman and Judy Fudge, 'The contract of employment and gendered work' in Mark Freedland and others (eds), *The Contract of Employment* (pages 231 - 252, Oxford: OUP 2016); Mark Freedland, *The Personal Employment Contract* (Oxford: OUP 2003); Nicola Countouris, *The Changing Law of the Employment Relationship: Comparative Analyses in the European Context* (Abingdon: Routledge, 2016).

⁵⁵Fairwork (n.7).

⁵⁶Employment Relations Act 1996, s230(3)(b).

⁵⁷Uber drivers have been held to fall into this category, entitling them to rights such as holiday pay and minimum wages: *Uber v Aslam* (n.21).

⁵⁸Home Office, 'Illegal Working in the Food Delivery Industry', (Public Letter to Online Delivery Platforms, 14 November, 2023) <https://assets.publishing.service.gov.uk/media/655389d43718980013d296b8/Minister_public_letter_to_online_delivery_platforms_FINAL_PDF.pdf> accessed 15 July 2023. Substitution has proliferated particularly among undocumented and under-age workers, exposing them to multiple forms of exploitation: Pedro Mendonça, Ian Clark, Nadia Kougiannou, "I'm always delivering food while hungry": how undocumented migrants find work as substitute couriers in the UK, *The Conversation* (4 May 2023) <<https://theconversation.com/im-always-delivering-food-while-hungry-how-undocumented-migrants-find-work-as-substitute-couriers-in-the-uk-201695>> accessed 6 May 2025.

⁵⁹PWD, Art. 3.

the work personally. There is useful precedent. For example, homeworkers in the UK could be protected by labour law even if they employed assistants,⁶⁰ and courts dealing with labour supply chains treated intermediaries as employers for some purposes and employed for others.⁶¹

3 SETTING AND ASSESSING STANDARDS OF FAIR WORK IN THE PLATFORM ECONOMY: THE FAIRWORK PROJECT

Fairwork's engagement with platforms and workers globally provides insights into specific challenges facing all PPPW, and offers a basis for evaluating the PWD and making recommendations for a future ILO Convention. Created in 2018 at Oxford University, Fairwork works along three axes. First, we aim to better understand platform work, observing how the problems pointed out by academic studies and stakeholders are manifested in practice. This is crucial to determine how decent work standards should be fashioned to apply to platform work. Second, we appeal to reputation and consumer power by publicly ranking platforms according to their compliance with our five principles. Third, we suggest appropriate legal standards and explore avenues to achieve their adoption.⁶²

Drawing on structured discussions with stakeholders in workshops in different countries, we developed five Fairwork principles: Fair Pay, Fair Conditions, Fair Contracts, Fair Management, and Fair Representation.⁶³ Platforms are evaluated annually against these Principles, operationalized as criteria divided into two thresholds. The first represents 'a floor underneath which working conditions should not fall' and the second 'a more aspirational target'.⁶⁴ Platforms are awarded one 'basic' point and a second 'advanced' point if they meet the respective threshold, resulting in a score from 0 to 10 points. This allows Fairwork 'to score platforms and compare

⁶⁰E.g., approximately 50% of a sample of 621 homeworkers interviewed in the UK were allowed to employ other people: Brendan Burchell, Simon Deakin and Sheila Honey 'The Employment Status of Individuals in Non-standard Employment' (UK Department of Trade and Industry, 1999) 43.

⁶¹Simon Deakin and Frank Wilkinson, *The Law of the Labour Market: Industrialization, Employment, and Legal Evolution* (Oxford: OUP, 2005), 90 - 100.

⁶²Sandra Fredman, Darcy du Toit, Mark Graham and others, 'Thinking Out of the Box: Fair Work for Platform Workers' (2020) 31 *King's Law Journal* 236.

⁶³Mark Graham, Jamie Woodcock, Richard Heeks and others, 'The Fairwork Foundation: Strategies for Improving Platform Work in a Global Context' (2020) 112 *Geoforum* 100. <<https://doi.org/10.1016/j.geoforum.2020.01.023>> accessed 6 May 2025.

⁶⁴*Ibid.*, 102.

them to other platforms, as well as to track their own progress sequentially over the years.⁶⁵

As the project evolves, thresholds and criteria are adjusted based on feedback from researchers and stakeholders including workers' organizations, policymakers and platform representatives. The principles are updated every year, reflecting feedback from local Fairwork teams. In 2022, new criteria were introduced, such as transparency in data processing for dynamic pricing, and measures requiring platforms to enforce the standards in relation to sub-contracted workers⁶⁶.

Since 2023, platforms have been required to achieve the following standards to qualify for basic and advanced points under each of the principles:

Principle 1: Fair Pay. Workers, irrespective of their employment classification, should earn a decent income in their home jurisdiction after taking account of work-related costs and active hours worked. They should be paid on time, and for all work completed.

Principle 2: Fair Conditions. Platforms should have policies in place to protect workers from risks arising from the processes of work, and should take proactive measures to protect and promote the health and safety of workers.

Principle 3: Fair Contracts. Terms and conditions should be transparent, concise, and always accessible to workers. The party contracting with the worker must be subject to local law and must be identified in the contract. Workers should be notified of proposed changes in a reasonable timeframe before changes come into effect. The contract should not unreasonably exclude liability on the part of the platform, or prevent workers from seeking redress for grievances. Contracts should be consistent with the terms of workers' engagement on the platform.

Principle 4: Fair Management. There should be a documented due process for decisions affecting workers. Workers must have the ability to appeal decisions affecting them, such as disciplinary actions, and be informed of the reasons. The use of algorithms should be transparent and result in equitable outcomes. There should be a documented policy that ensures equity in the way workers are managed (for example, in hiring or firing).

Principle 5: Fair Representation. Platforms should have a documented process through which worker voice can be expressed. Irrespective of their employment classification, workers should have the right to organise in collective bodies, and platforms should be prepared to cooperate and negotiate with them.

⁶⁵Ibid, 102.

⁶⁶Fairwork Principles version 22.09 <<https://fair.work/en/principles/fw05/>> accessed 12 Feb 2025.

The project also evaluates cloudwork (online remote work) platforms, adapting the principles to capture the specificities of cloudwork relationships, such as that they often operate in a planetary-scale labour market, creating competition between workers in different countries.⁶⁷ Added factors include the need to ensure that workers are paid and able to redo rejected work; and that platforms reduce unpaid work and promote job availability. Fairwork has also begun evaluating companies providing work supporting AI systems, e.g. data cleaning and data annotation, and a set of AI principles has been developed reflecting the characteristics of these forms of work.

The project gathers evidence from desk research, worker interviews and surveys, and direct engagement with platform managers. Desk research uses information, such as company documents, contracts, and technical reports. Interviews and surveys provide insights into workers' perceptions and assist in the verification of material provided by platforms, but are not intended to provide representative samples.⁶⁸ Researchers may also consult workers' associations and unions. Managers or owners are invited to participate. If they decline, findings rely solely on desk research and worker interviews.⁶⁹

The gathered information is used to determine a preliminary score, which is then peer reviewed. After defining provisional scorings, researchers contact the platforms again, emphasising that scores can be raised by adopting changes in the direction of the criteria of each threshold. This dialogue aims to foster concrete changes in the norms and guidelines that govern platforms' work processes. Fairwork has applied this methodology to produce over 700 company assessments in 39 countries in Africa, the Americas, Asia, and Europe, covering a wide range of sectors including ride-hailing, delivery, domestic work, beauty services, translation, and transcription.

The process culminates in presenting platforms' scores on individual scorecards, and displaying comparable scores on a league table to show how companies rank against one another. Rankings serve different purposes.

⁶⁷Mark Graham and Mohammad Amir Anwar, 'The global gig economy: towards a planetary labour market?' [2019] *First Monday*, 24(4), 213-234; Uma Rani and Marianne Furrer, 'Digital labour platforms and new forms of flexible work in developing countries: algorithmic management of work and workers' (2021) 25 *Competition & Change* 212.

⁶⁸Richard Heeks, Mark Graham, Paul Mungai and others, 'Systematic evaluation of gig work against decent work standards: the development and application of the Fairwork framework' (2021) 37 *Information Society* 267-286.

⁶⁹Pitso Tsibolane, Maria Belen Albornoz, Arturo Arriagada and others, 'Fairwork in the platform economy: a Global South perspective', in Ramido Albrieu (ed), *Cracking the Future of Work. Automation and Labor Platforms in the Global South* (Future of Work in the Global South, 2021).

First, they exhibit different platform outcomes, which highlight the fact that poor working conditions are not inevitable. Second, they showcase high-scoring platforms, encouraging compliance among others and demonstrating that decent work is achievable. Third, they generate negative publicity for poorly performing platforms, creating pressure on them to improve. As of early 2025, this strategy had encouraged 66 companies to make 321 pro-worker policy changes.⁷⁰ Despite this, our research still shows an enormous gap between working conditions offered by platforms and the standards outlined in the Fairwork principles (see Figure 1).

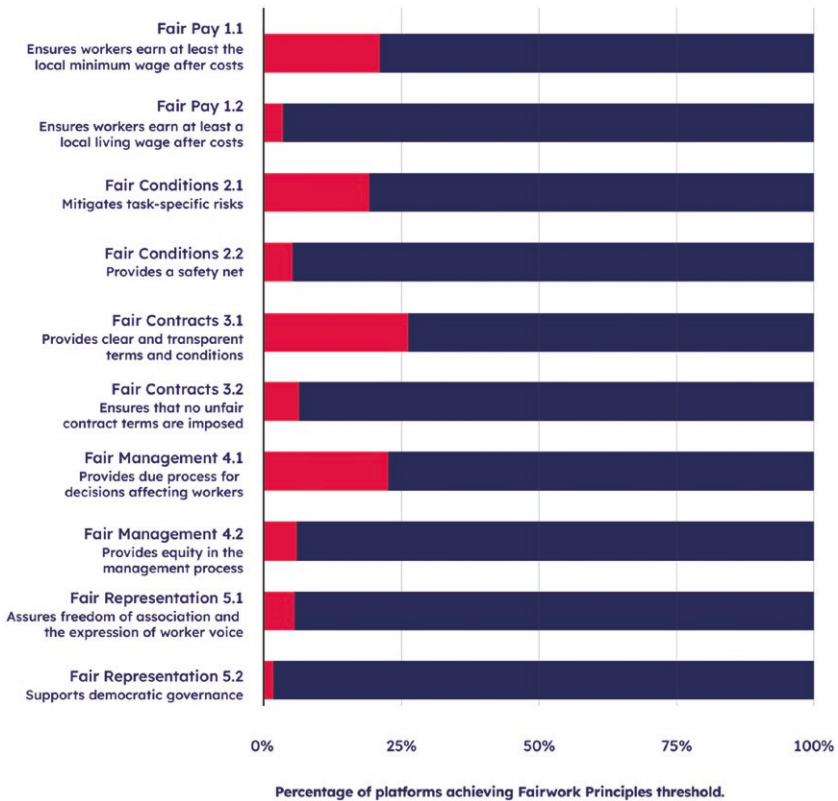


Figure 1. Total number of points achieved as a percentage of the total number of possible points per Principle in 2023. *Source:* Fairwork Annual Report 2023: State of the Global Platform Economy. Oxford, United Kingdom; Berlin, Germany, p. 12.

⁷⁰Fairwork Impact, <<https://fair.work/en/fw/impact/>> accessed 12 February 2025.

4 SUBSTANTIVE STANDARDS

This section applies insights gained from the Fairwork project to evaluate the PWD against Fairwork’s five principles.

A. Fair Pay

There are four main challenges relating to pay for platform work. First, most platform workers are paid per task completed and do not have the right to minimum pay.⁷¹ Platforms generally operate with an oversupply of workers to guarantee quick service to customers, but this often translates into a ‘race to the bottom’ in pay as individuals compete for jobs.

Secondly, workers cover most work-related costs themselves,⁷² such as fuel, insurance, vehicle maintenance, and hire-purchase or rental costs, which can drag take-home pay below the minimum.⁷³ As of 2023, fewer than a quarter of the platforms Fairwork evaluated could provide evidence that workers were paid at least the local minimum wage after deducting work-related costs.⁷⁴

Thirdly, unpaid extra time is frequently required from workers. Ride-hailing firms such as Uber require surplus drivers to be immediately available by ‘hovering’ near potential riders. Delivery workers spend time waiting in front of warehouses or restaurants for their delivery. Online workers spend unpaid time online, for example, bidding for tasks. Many spend hours logged into the app waiting for a task, without any guarantee of enough work or any work at all.⁷⁵ Fourthly, especially with cloudwork, workers may not get paid for tasks they have completed.⁷⁶

⁷¹ Alessio Bertolini and Ruth Dukes, ‘Trade unions and platform workers in the UK: worker representation in the shadow of the law’ (2021) 50 *Industrial Law Journal* (UK) 662–688.

⁷² Rachel Hall, ‘I have no free time’: people top up wages with extra work in cost of living crisis, *The Guardian*, 19 June 2022 <<https://www.theguardian.com/business/2022/jun/19/i-have-no-free-time-people-top-up-wages-with-extra-work-in-cost-of-living-crisis>>; David Astoria, ‘Can the gig economy survive high gas prices?’ *Fortune*, 13 July 2022 <<https://fortune.com/2022/07/13/gig-economy-gas-prices-drivers-uber-lyft-workers-tech-inflation-david-astoria/>> accessed 15 July 2024.

⁷³ Fairwork (n.7) and Fairwork country reports.

⁷⁴ Ibid.

⁷⁵ Kelle Howson, Patrick Feuerstein, Funda Ustek-Spilda and others, ‘Online labor platforms: power sans accountability?’ [2021] (*Global Dialogue*, 5 November 2021) <<https://globaldialogue.isa-sociology.org/articles/online-labor-platforms-power-sans-accountability#:~:text=The%20absence%20of%20formal%20structures,or%20irresponsibly%20as%20they%20wish>> accessed 15 July 2024 accessed 15 July 2024.

⁷⁶ Howson, Feuerstein, Ustek-Spilda and others (n.75).

These challenges are only marginally addressed by the PWD, even for workers presumed to be employees. The Commission's expectation was that the presumption of worker status would operate as an entry point to eligibility for minimum wages for those who are not genuinely self-employed.⁷⁷ However, minimum wage laws are generally modelled on a standard work arrangement, where employers bear work-related costs. Statutory minimum wages will therefore not assist when workers bear costs that push them below the minimum wage. Important progress was made in the UK case of *Uber v Aslam*⁷⁸ in determining that waiting time could count towards working time and minimum wage calculations. But this is not the case in all countries, and time taken to travel between work assignments remains contentious. Under the UK National Minimum Wage Act, for instance, travel time for the purposes of work counts as working time but not travel to and from home for work.⁷⁹ This affects workers with intermittent work, who might need to go home between assignments but cannot include that time when calculating their working time.⁸⁰ This demonstrates that existing employment rights may not provide adequate protection platform workers presumed to be employees, and more is needed to address their actual conditions.

Arguably, the omission of minimum wage regulation is because the EU competence to adopt measures in relation to workers' rights expressly excludes pay.⁸¹ However, the Commission deftly sidestepped this limitation in the Minimum Wages Directive, establishing a framework for the adequacy of statutory minimum wages, which is based on the competence to regulate working conditions.⁸² The PWD could potentially have used the same competence to require adequate minimum wages for platform workers.

For the many workers who will not benefit from the presumption, the PWD has little to offer on pay. There is some recognition of the risk that workers will not get paid for their work. Member States must require DLPs to inform PPPW of the grounds used by ADMS to refuse payment for work

⁷⁷ European Commission, 'Commission welcomes political agreement on improving working conditions in platform work' (European Commission, 13 December 2023).

https://ec.europa.eu/commission/presscorner/detail/en/ip_23_6586 accessed 15 July 2024.

⁷⁸ [2021] UKSC 5, at paras 132-137.

⁷⁹ National Minimum Wage Regulations 2015, regs 19(1)(b), 20, 34.

⁸⁰ <https://www.gov.uk/hmrc-internal-manuals/national-minimum-wage-manual/nmwm08300>

⁸¹ TFEU Art 153(5).

⁸² TFEU 153(2)(b) and 153(1)(b). See now Opinion of Advocate General Emiliou Case C-19/23 *Kingdom of Denmark v European Parliament* (14 January 2025).

performed by them,⁸³ and to provide a written statement of the reasons for any decision taken by an ADMS to refuse payment for work done.⁸⁴ Workers may also request a review of such a decision, and the DLP must provide a ‘sufficiently precise and adequately substantiated reply’ within two weeks.⁸⁵ Furthermore, where the decision ‘infringes the rights of a person performing platform work’, the DLP must rectify the decision without delay, pay compensation where rectification is not possible, and take necessary steps, including modifying the ADMS, to avoid such decisions in the future.⁸⁶ However, such decisions may not necessarily violate any substantive rights of PPPW.⁸⁷ Our research reveals that the contractual right to be paid for work done can leave wide discretion to the client to refuse to pay on ostensible grounds of quality, leaving the worker without any rights that have been infringed. The PWD does not appear to give any other substantive right, apart from the right to a statement of reasons. This is confirmed by Article 18, which gives a right to redress for infringement of the rights ‘arising from this Directive’.

By contrast, Fairwork has been clear that workers, irrespective of their employment classification, should earn at least the local minimum wage, or the wage set by a relevant collective sectoral agreement, *after* work-related costs and taking extra hours into account. Moreover, platforms should be required to ensure, not just that reasons are given for non-payment, but that workers are paid timeously and in full.⁸⁸ Where quality of work is challenged, it should be for the platform to deal with dissatisfied customers, rather than refusing payment to the worker. Our experience has shown that these basic standards of decent work are not just fair but also feasible. Moreover, effective minimum pay prevents a race to the bottom.

B. Fair Conditions

Many forms of platform work pose risks to both mental and physical health, with people spending long hours working alone, without protection against overwork, working unsocial hours and sometimes in physically

⁸³ Arts 9(1)(c)(iv).

⁸⁴ Art 11(1).

⁸⁵ PWD, Arts 11 (2).

⁸⁶ Art 11(3).

⁸⁷ Dubal (n.17), 428.

⁸⁸ This reflects the position under the ILO Maritime Convention. See e.g. ILO [2006] Regulations pursuant to the Maritime Convention reg 2.2. See generally ILO Protection of Wages standards <<https://www.ilo.org/resource/other/protection-wages>> accessed 6 May 2025.

dangerous conditions, for example, due to traffic or street crime. Yet platforms are seldom obliged to provide any health and safety protections or training. Fewer than 25% of the platforms rated by Fairwork were able to show that they provide workers with basic health and safety training and free personal protective equipment, and fewer than 10% could show that they provide workers with a basic safety net in case they are unable to work.⁸⁹ Self-employed platform workers have to pay social security contributions themselves, without any contribution from the platform. Given the low levels of pay, only a small proportion contribute individually to a social security or pension fund.⁹⁰ Moreover, most social security systems are ill-suited for the temporary and intermittent nature of platform work, even for workers classified as employees, thus leaving many unprotected or only partly protected.⁹¹

The PWD gives important safety and health protection to workers classified as employees, particularly against risks arising from ADMS.⁹² DLPs must evaluate risks of work-related accidents and psychosocial and ergonomic risks; assess whether ADMS safeguards are appropriate for these risks; and introduce appropriate preventive and protective measures. Effective information, consultation and participation of platform workers and their representatives must be ensured. ADMS must not put undue pressure on workers or otherwise put their safety and physical and mental health at risk. Preventive measures must also be taken, including effective reporting channels, to ensure workers' safety and health, also from violence and harassment.

This represents a welcome acknowledgement that platform workers have specific needs, extending beyond the health and safety frameworks provided for non-platform workers. However, this is limited to those who benefit from the presumption. Those who do not remain exposed to all the risks mentioned above, while lacking the means to protect themselves. It could again be argued that EU competence under Article 153(1) to pass measures

⁸⁹Fairwork (n.7).

⁹⁰Willem Pieter de Groen, Zachary Kilhoffer, Karolien Lenaerts and Irene Mandl, 'Employment and Working Conditions of Selected Types of Platform Work' (Eurofound, 2018) <<https://www.eurofound.europa.eu/en/publications/2018/employment-and-working-conditions-selected-types-platform-work>> accessed 6 May 2025.

⁹¹ILO, ISSA and OECD, *Providing adequate and sustainable social protection for workers in the gig and platform economy*, (International Labor Organization Office, 2023) <https://www.ilo.org/global/about-the-ilo/how-the-ilo-works/multilateral-system/g20/WCMS_867536/lang-en/index.htm> accessed 15 July 2024.

⁹²Art. 12.

in the field of health and safety of workers does not extend to self-employed workers. Nevertheless, the EU recognised the importance of this issue in the (non-binding) Recommendation adopted in 2003 regarding health and safety at work for self-employed workers.⁹³ This demonstrates again the artificiality of the divide which continues to permeate EU law.

This applies even more to social protection. Our research has emphasised the importance of social protection, which should be available to workers regardless of their employment status. Platform workers often fall between the cracks of social security schemes, such as sick-leave, pensions and disability benefits, which are ill-designed to take into account the characteristics of platform work.⁹⁴ For example, in South Africa during the Covid-19 pandemic, platform workers were unable to access government support available to formal employees, and were also excluded from government support for small businesses.⁹⁵ A handful of platforms stepped in to fill the gap through private insurance schemes, thus demonstrating their capacity to protect workers. However, our research demonstrated that most platforms did not do so.⁹⁶

The PWD does not provide any substantive provisions on social protection. Instead, it confines itself to referring, in the preamble, to the European Pillar of Social Rights, which provides that workers have the right to fair and equal treatment regarding access to social protection, regardless of the type and duration of the employment relationship;⁹⁷ and Council Recommendation of 8 November 2019 on access to social protection for workers and the self-employed. We argue that platforms should be required to contribute to social security and pension schemes on behalf of their workers, regardless of whether they are self-employed or employed. In addition, as recommended in 2021 by the G20 Labour

⁹³Council Recommendation 2003/134/EC of 18 February 2003 concerning the improvement of the protection of the health and safety at work of self-employed workers; see also Directive 2002/15/EC (working time of transport workers).

⁹⁴International Social Security Association, *Platform workers and social security: Recent developments in Europe*, (ISSA, 2023).

⁹⁵Fairwork, 'The Gig Economy and Covid-19: Looking Ahead' (Oxford University, 2020, Oxford, UK).

⁹⁶Kelle Howson, Fulda Ustek-Spilda, Alessio Bertolini and others, 'Stripping back the mask: working conditions on digital labour platforms during the COVID-19 pandemic' (2022) 161 *International Labour Review* 413

⁹⁷Recital 3.

and Employment Ministers, the portability of social security entitlements should be enhanced.⁹⁸

C. Fair Contracts

Fewer than a third of the contracts evaluated by Fairwork could be regarded as accessible, clear and understandable to workers and less than 10% could be said not to include unfair terms or unreasonably exempt platforms from liabilities.⁹⁹ Contracts are frequently incomprehensible to laypersons, made in the name of intermediaries or subject to the law of a foreign country. In nearly all cases the contract describes the worker as an independent contractor, thereby avoiding legal requirements applicable to employment contracts. It is also common for contractual terms to be changed at will by the platform, with little or no notice, often in overly complex legal jargon that workers find difficult to understand or challenge. In practice, workers have no option but to accept all changes if they want to continue working for the platform.

Fairwork has consistently argued that contracts should be subject to basic standards of fairness, such as:

- The platform must be identified as the party responsible for compliance with the worker's work-related rights;
- The contract must be subject to the law of the place where the worker is working;
- The essential terms and conditions should be stated in clear language that workers could be expected to understand;
- Workers should be notified of proposed changes in a reasonable timeframe and changes should not be retrospective;
- The contract should not exclude liability for negligence by the platform or unreasonably exempt the platform from responsibility for working conditions;
- The contract should not prevent workers from seeking effective redress for grievances which arise from the working relationship; and,
- The contract should describe the worker's status correctly.

There is some recognition of these challenges in the PWD,¹⁰⁰ but limited provision for meeting the basic standards above. In particular, there is no right to be notified of proposed changes in a reasonable timeframe,¹⁰¹ and

⁹⁸ILO, ISSA and OECD (n.91).

⁹⁹Fairwork (n.6).

¹⁰⁰Recital 39.

¹⁰¹With the exception of changes relating to decisions taken or supported by automated systems: Art 9.

no control over the wide-ranging exemption clauses which Fairwork has frequently uncovered; nor of clauses requiring disputes to be resolved in a different jurisdiction, thereby preventing effective redress.¹⁰²

Article 4 states that, where an employment relationship is established, the parties assuming the obligations of an employer must be clearly identified.¹⁰³ But there is an equally pressing need for the platform to be identified as the contracting party in relation to PPPW who are not classified as employees. Instead, the preamble simply refers to the ‘Platform to Business (P2B)’ Regulation,¹⁰⁴ as providing ‘safeguards regarding fairness and transparency for self-employed PPPW, provided that they are considered business users within the meaning of that Regulation’. However, a ‘business user’ is defined as a ‘private individual acting in a commercial or professional capacity’,¹⁰⁵ which may not cover all platform workers who are genuinely self-employed. As Prassl points out, this opens a ‘potentially perilous gap’, which could leave some of the most vulnerable platform workers without protection, while creating a ‘skewed incentive’ for misclassification.¹⁰⁶

Furthermore, the platform should not just be named but should be identified as a legal entity within or accepting the jurisdiction in which workers’ activities take place. Workers who are presumed to be employees enjoy a degree of protection of their right of access to dispute resolution under existing European law, such as the Transparent and Predictable Working Conditions Directive,¹⁰⁷ while those who qualify as ‘business users’ have similar protection under the P2B Regulation.¹⁰⁸ The PWD provides no protection to workers who fall into neither category if the platform claims to

¹⁰² *Heller v Uber Technologies Inc.*, (2019) ONCA 1 (Ontario Court of Appeal).

¹⁰³ See also Directive (EU) 2019/1152 of the European Parliament and of the Council of 20 June 2019 on transparent and predictable working conditions in the European Union (OJ L 186, 11.7.2019, p. 105), which requires employers to inform workers of the identities of the parties to the employment relationship. This expressly excludes the ‘genuinely self-employed’.

¹⁰⁴ Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services (P2B).

¹⁰⁵ P2B Art 2(1).

¹⁰⁶ Jeremias Adams-Prassl, ‘Regulating algorithms at work: lessons for a “European approach to artificial intelligence”’ (2022) 13 *European Labour Law Journal* 30, 45.

¹⁰⁷ Directive (EU) 2019/1152 of the European Parliament and of the Council of 20 June 2019, which provides that ‘Member States shall ensure that workers, including those whose employment relationship has ended, have access to effective and impartial dispute resolution and a right to redress in the case of infringements of their rights arising from *this Directive*’ (Art 16) (emphasis added).

¹⁰⁸ Arts 12, 14 and 15. See also Adams-Prassl n.106.

be based in a different and inaccessible jurisdiction for the purposes of legal liability.¹⁰⁹

The PWD does note the extensive use of intermediaries, resulting in ‘a vast array of different and complex multi-party relationships, including sub-contracting chains, as well as in blurred responsibilities between the digital labour platform and the intermediaries.’¹¹⁰ Similarly, Fairwork’s research has identified many examples of platforms outsourcing work to subcontractors, allowing platforms to deny responsibility for non-payment and unfair clauses inserted into subcontractor contracts,¹¹¹ while exercising little or no scrutiny of subcontractors’ activities.

The PWD makes an important contribution by stipulating that the insertion of intermediaries should not change the platform’s liability under the Directive to workers performing platform work. An intermediary is defined as a person having a contractual relationship with a DLP and with a PPPW or is in a subcontracting chain between the platform and PPPW.¹¹² Workers who contract with an intermediary must ‘enjoy the same level of protection afforded under this Directive as those who have a direct contractual relationship with a digital labour platform.’¹¹³ To this end it calls for ‘appropriate mechanisms’, including ‘joint and several liability systems.’¹¹⁴ This may curb the ability of platforms ‘to engage in further ... contractual distancing’¹¹⁵ and is consistent with the principles of fair contract. However, its effect is limited by the dearth of substantive rights extended by the PWD.

D. Fair Management

ADMS in platform work creates scope for employers ‘to dodge legal rules limiting the extent of managerial prerogatives.’¹¹⁶ The many forms this takes are well documented.¹¹⁷ The Directive highlights the lack of transparency

¹⁰⁹See *NUPSAW obo Mostert v Uber South Africa Technology Services (Pty) Ltd, Uber B.V. & Uber International Holding B.V.* [2018] WECT 18234-18 and *Uber BV v Aslam* (n.26) where Uber argued that the wrong entity had been named as the respondent.

¹¹⁰Recital 25.

¹¹¹Fairwork, ‘Fairwork Germany Ratings 2021: Labour Standards in the Platform Economy’ (Oxford University 2022).

¹¹²Art 2(e).

¹¹³Art 3; emphasis added.

¹¹⁴Art 3.

¹¹⁵Nicolas Countouris, Valerio De Stefano, Agnieszka Piasna and Silvia Rainone (eds) *The Future of Remote Work* (Brussels: ETUI 2023) 157.

¹¹⁶Antonio Aloisi and Valerio De Stefano *Your Boss Is an Algorithm: Artificial Intelligence, Platform Work and Labour* (Oxford: Hart Publishing 2022), 121.

¹¹⁷See, e.g., Mario Guglielmetti, ‘Automated work and workers’ rights: platform work and AI work management systems’ in Aida Ponce del Castillo (ed.), *Artificial Intelligence, Labour and*

and accountability associated with ADMS, noting that workers and their representatives lack information on how algorithms work,¹¹⁸ and reasons for decisions, and cannot challenge decisions.¹¹⁹ Of the platforms evaluated by Fairwork in 2023, less than 10% could demonstrate that they use algorithms in a transparent and accountable way or have introduced measures to protect workers against discrimination.¹²⁰ De Stefano and Wouters¹²¹ summarise a range of further challenges, including boosting businesses' surveillance capabilities, invading workers' private lives, and frustrating union activities.¹²² To this must be added the algorithmic termination of workers' accounts triggered by data tracking performance.¹²³ Yet workers seldom have access to due process and often find it difficult to communicate with a human representative if deactivated. In 2023, less than 25% of the platforms evaluated by Fairwork could provide evidence of a clear communication channel with a human representative or any due process for decisions affecting workers.¹²⁴ The effect is that employers may seek to 'launder their agency by distancing themselves from morally suspect decisions and by assigning the fault to automated systems'.¹²⁵

Fair management requires that algorithms should not obscure platforms' accountability; and the same standards of fairness should apply to algorithmic and human management. ADMS is a management tool controlled by platforms, using criteria built into algorithms at the platform's behest. As such, the platform should be held responsible for outcomes determined by the algorithm, just as employers are liable for injuries caused by defective equipment in the workplace, even if the defect is attributable to a third party.¹²⁶ Similarly, employers' statutory duty to provide safe working

Society (Brussels: ETUI 2024) 127; Michele Molè 'Commodified, outsourced authority: a research agenda for algorithmic management at work' (2024) 17 *Italian Labour Law e-Journal* 169.

¹¹⁸ PWD recital 8.

¹¹⁹ *Ibid.*; see also recital 48.

¹²⁰ Fairwork (n.7).

¹²¹ Valerio de Stefano and Mathias Wouters, *AI and Digital Tools in Workplace Management and Evaluation* (European Parliamentary Research Service, 2022) 32.

¹²² See also PWD recital 51.

¹²³ PWD Recital 9; Jeremias Adams-Prassl, Halefom Abraha, Aislinn Kelly-Lyth, Michael 'Six' Silberman and Sangh Rakshita, 'Regulating Algorithmic Management: A Blueprint' (2023) 14 *European Labour Law Journal* 140–143.

¹²⁴ Fairwork (n.7).

¹²⁵ Mohammad Jarrahi, Gema, Newlands, Min Kyung Lee, Christine Wolf, Eliscia Kinder and Will Sutherland, 'Algorithmic management in a work context' (2021) *Big Data & Society* 1. <https://journals.sagepub.com/doi/10.1177/20539517211020332> at 10.

¹²⁶ Richard Lewis, *Employers' Liability and Workers' Compensation* (Frankfurt: De Gruyter, 2012); Employer's Liability (Defective Equipment) Act, 1969, s 1(1).

conditions,¹²⁷ the prohibition of unfair dismissal and discrimination,¹²⁸ and the implied duty of trust and confidence,¹²⁹ should not depend on whether a decision is automated or taken by a manager. This is particularly true of discrimination. It is now well documented that algorithms are trained on data based on past behaviour and can replicate pre-existing bias and discrimination.¹³⁰

The most extensive protection provided by the PWD relates to PPPW's personal data.¹³¹ Article 7(1) prohibits the processing of personal data, inter alia on the emotional or psychological state of PPPW or their private conversations, to predict the exercise of fundamental rights including collective bargaining, or to infer identities such as racial or ethnic origin, migration status, or sexual orientation. The Directive also makes some progress in relation to transparency. Platforms must inform workers, work-seekers and workers' representatives of the use of ADMS and provide detailed information of their operation within specified time limits.¹³² This is augmented by requirements for human oversight. DLPs must provide PPPW with access to a contact person to discuss any decision taken by ADMS.¹³³ Any decision to restrict, suspend or terminate a worker's contract or account must be taken by a human being.¹³⁴ However, as labour law history shows, human oversight is no guarantor of fairness.¹³⁵

Similarly, PPPW are entitled to written reasons for any decision 'affecting the essential aspects of the employment or other contractual relationships',¹³⁶

¹²⁷ILO Occupational Safety and Health Convention, 1981 (No. 155).

¹²⁸ILO Discrimination (Employment and Occupation) Convention, 1958 (No. 111); Termination of Employment Convention, 1982 (No. 158).

¹²⁹*Woods v WM Car Services (Peterborough)* [1981] ICR 666; *Malik v Bank of Credit Commerce International SA* [1997] IRLR 462. See also the duty of an employer to 'behave as befits a reasonable and fair employer' in terms of Art. 611 of the Dutch Civil Code.

¹³⁰De Stefano & Wouters (n.93); Aída Ponce Del Castillo and Michele Molè, 'Worker monitoring vs worker surveillance: the need for a legal differentiation' in Aída Ponce del Castillo (ed.), *Artificial Intelligence, Labour and Society* (Brussels, ETUI: 2024) 157, 165; Andrea Bonezzi, and Massimiliano Ostinelli, 'Can algorithms legitimize discrimination?' (2021) 27 *Journal of Experimental Psychology: Applied* 447–459; Wu Yi, 'Data governance and human rights: an algorithm discrimination literature review and bibliometric analysis' [2023] 7 *Journal of Humanities, Arts and Social Science* 128–154.

¹³¹On the compatibility of the PWD with the EU General Data Protection Regulation (GDPR) and the EU Artificial Intelligence Act of 2024, see Guglielmetti (n.89).

¹³²Art 9(1), (5).

¹³³Art 11(1).

¹³⁴Art 10(5).

¹³⁵In Part 6, below, it is noted that human oversight should be subject to substantive fairness requirements.

¹³⁶Art. 11(1).

including any decision to restrict, terminate or suspend their accounts or refuse payment for work performed. PPPW can request a review to which the DLP must provide a sufficiently precise and adequately substantiated written reply within two weeks of receipt. However, there is no provision allowing workers to challenge those reasons.

PPPW are also protected from dismissal on grounds that they have exercised rights under the PWD;¹³⁷ and from victimisation for lodging complaints or seeking remedies.¹³⁸ A platform must ‘rectify’ any decision that ‘infringes the rights’ of a worker or pay compensation.¹³⁹ There should be access to impartial dispute resolution and a right to redress for enforcing rights or obligations arising from the PWD, enabling workers’ representatives to engage in procedures and providing access to evidence.¹⁴⁰

These rights signify progress in that they are not limited to employees. However, the PWD focuses wholly on the rights provided therein, rather than substantive limits on platforms’ power to terminate or suspend workers’ accounts. Workers should be protected against unfair managerial decisions however they are taken. Termination of a worker’s account, in particular, should be permissible only if there is both a valid reason and a fair process.¹⁴¹

Protection against discrimination is even more opaque. Article 10 requires DLPs to assess the impact of ADMS on equal treatment at work at least every two years. Where a high risk of discrimination is identified, the DLP must take necessary steps to avoid such decisions in the future, including, if appropriate, modifying or discontinuing the ADMS. However, it is not made clear how a ‘high risk of discrimination’ is to be measured, leaving much scope to the DLP to set its own standards. Furthermore, discrimination is a complex legal concept, especially concerning indirect discrimination and affirmative action. This vagueness limits the possibility that impact assessments will create any real accountability. Studies of impact assessments in the context of the GDPR have already shown the ease with which these requirements are evaded or avoided.¹⁴² Paradoxically, the prohibition on

¹³⁷ Art. 23.

¹³⁸ Art 22.

¹³⁹ Art 11(3).

¹⁴⁰ Arts 18, 19 and 21.

¹⁴¹ This would potentially require a unanimous Council vote by the Council in respect of measures regarding ‘protection of workers where their employment contract is terminated’: Art 153(1)(d) and 2. But see arts 153(2)(b) and 153(1)(b) at n. 82 above.

¹⁴² Dubal (n.17), 419.

collecting personal data on protected characteristics, while potentially protecting individuals against discrimination, also makes it impossible to detect patterns of discrimination or correct them.¹⁴³

The weakness of this protection is somewhat mitigated by the substantive rights to non-discrimination provided in EU law, especially since anti-discrimination directives generally have a wider scope than standard employment law, including applying to self-employed persons in some contexts.¹⁴⁴ Encouragingly, too, the CJEU has recently endorsed a wider personal scope for discrimination law protection than in other areas of employment law.¹⁴⁵ However, there remain numerous obstacles to proving algorithmic discrimination.¹⁴⁶ Instead of focussing wholly on impact assessments, platforms should be required to identify and remove barriers to equal treatment; for example, by making reasonable adjustments for pregnancy and disability. Platforms should also take measures to reduce the risk of discrimination against workers by users of the platform.

5. FAIR REPRESENTATION

Collective voice and representation have been critical in overcoming the abusive conditions faced by workers and remain critical in addressing the continuing disadvantages of unorganised workers, including platform workers. The principle of Fair Representation is the least met by platforms, with less than 10% of the platforms globally having any form of mechanism for the collective representation of workers, and less than 5% engaging in collective bargaining or with a system of democratic governance.¹⁴⁷

Platform workers are frequently excluded from collective bargaining rights because they are classified as self-employed. Moreover, because the vast majority of platform workers work in relative isolation, it is very difficult to organise and negotiate collectively with the platform.¹⁴⁸ To address

¹⁴³Art. 10(3).

¹⁴⁴Directive 2000/78 Art 3(1)(a); Directive 2000/43 Art 3(1)(a); Directive 2006/54 Art 6 (occupational social security); *J.K. v TP S.A.* [2023] 3 CMLR 8 (ECJ).

¹⁴⁵*J.K. v TP S.A.* [2023] 3 CMLR 8 (ECJ); Antonio Aloisi, 'J.K. v TP S.A. and the "universal" scope of EU anti-discrimination law at work: a paradigm shift?' (2023)52 *Industrial Law Journal* 977.

¹⁴⁶Jeremias Adams-Prassl, Rachel Binns and Aislinn Kelly-Lyth, 'Directly discriminatory algorithms' (2023) 86 *Modern Law Review* 144.

¹⁴⁷Fairwork (n.6).

¹⁴⁸Bertolini and Dukes (n.71).

these realities, it has long been argued that ‘collective bargaining and representation instruments built around a physical and shared workplace will need to be reimagined if they are not to lose their influence and relevance’.¹⁴⁹

The most immediate barriers are presented by laws restricting trade union membership to ‘employees’ and by rules of competition law prohibiting collective bargaining by persons classified as ‘self-employed’. EU Guidelines¹⁵⁰ now clarify that collective agreements by solo self-employed persons who are comparable to workers do not fall within EU prohibitions on the restriction of competition, and that the Commission would not intervene against collective agreements by such workers who experience an imbalance in bargaining power.¹⁵¹ However, collective bargaining should also be extended to all PPPW.¹⁵² Furthermore, rules and institutions governing collective bargaining should take account of the circumstances under which platform work is performed. This would include adapting the right to strike to enable workers without a physical workplace to take collective action based on forms of action resorted to by the workers themselves. Whereas this is less challenging for location-based workers, such as delivery riders,¹⁵³ new approaches are required for ‘digital action’ by online workers.¹⁵⁴

The PWD recognises the need to promote collective bargaining in platform work, especially to facilitate the exercise of workers’ rights related to algorithmic management.¹⁵⁵ However, these relate mainly to transparency, information, consultation, data processing and human oversight.¹⁵⁶ Conspicuously absent is any right to negotiate about remuneration, working hours, and other substantive issues that form the nitty-gritty of the bargaining agenda. Similarly, there is no reference to any right of workers to withhold their labour. Arguably, this is again a competence issue, given

¹⁴⁹ Birte Dedden, Stan De Spiegelaere and Maureen Hick ‘Remote work: ensuring trade union and workers’ rights through collective bargaining’, in Countouris et al., n. 115, at p. 127.

¹⁵⁰ Guidelines 2022/C 374/02 n.37.

¹⁵¹ Ibid., point 1(9), point 3.

¹⁵² Nicolas Countouris, Valerio De Stefano and I. Lianos, *The EU, Competition and Workers’ Rights* (Centre for Law, Economics and Society, University College London, 2021) 18, 27.

¹⁵³ Edward Webster, Carmen Ludwig, Fikile Masikane and Dave Spooner ‘Beyond traditional trade unionism: innovative worker responses in three African cities’ (2021) 18 *Globalizations* 1363–1376.

¹⁵⁴ Emanuele Menegatti (eds) *Law, Technology and Labour* (University of Bologna, 2023), at pp. 177–178; Zane Rasnača. ‘Enforcing the rights of remote workers: the case of digital nomads’, in Countouris et al. (n.83) 201, 212; Valerio De Stefano ‘The rise of the just-in-time workforce: on-demand work, crowdwork, and labor protection in the gig economy’ (2016) 37 *Comparative Labor Law & Policy Journal* 471.

¹⁵⁵ PWD Art. 25.

¹⁵⁶ Arts. 7–15, discussed above.

that Article 153(5) TFEU excludes the right to freedom of association and to strike. However, Article 153(1)(f) includes representation and collective defence of workers interests and is reinforced by Article 28 of the EU Charter of Fundamental Rights. There was therefore some scope for the PWD to take collective rights further. At the very least, algorithmic management should not be assumed as a ‘given’: its introduction should itself be subject to for negotiation with the social partners.

6. TOWARDS AN ILO CONVENTION

The PWD has taken important steps in extending rights to PPPW, albeit limited by restrictions on EU competence and adherence to the worker binary in relation to substantive employment rights. The, ILO is now committed to a discussion on platform work.¹⁵⁷ In this section we consider how the gaps in the PWD could be filled by an ILO standard.

A. Employment Status and Platform Work

We have argued that there is no justifiable basis for denying substantive protection to all PPPW. The key determinant lies in the concept of working ‘for’ platforms: i.e. performing services offered and marketed by and on behalf of the platform as opposed to an independent business. Very few platform workers run independent businesses even if they might be considered ‘self-employed’. The vast majority provide nothing more than their personal services in going about the platform’s business. It is that relationship that should trigger their entitlement to appropriate protection.

The ILO has important precedents for a broad definition of ‘worker’,¹⁵⁸ most recently in the Violence and Harassment Convention, which includes ‘persons working irrespective of their contractual status, persons in training, including interns and apprentices, workers whose employment has been terminated, volunteers, jobseekers and job applicants.’¹⁵⁹ Notably, it includes ‘individuals exercising the authority, duties or responsibilities of an

¹⁵⁷ ‘Decent work in the platform economy (standard-setting, first discussion)’ is on the agenda of the 113th Session of the International Labour Conference, 2025.

¹⁵⁸ Breen Creighton and Shae McCrystal, ‘Who is a “worker” in international law’ (2016) 37 *Comparative Labor Law & Policy Journal* 691, 722-725.

¹⁵⁹ ILO Convention C190 - Violence and Harassment Convention, 2019 (No. 190), Art 2.

employer’,¹⁶⁰ and is therefore capable of giving entitlements to intermediaries even if they subcontract to others.

B. Substantive Rights

(i) Fair pay

Platform workers face specific challenges in relation to pay, as discussed above. An ILO Convention should address these by providing that platform workers, irrespective of employment classification, should earn at least the local minimum wage, or the wage set by a relevant collective agreement *after* work-related costs and taking into account extra hours, as set out above.¹⁶¹

(ii) Fair conditions

To address the conditions of platform workers, it is necessary to move beyond the concept of a ‘workplace’ as the locus of responsibility for protective rights. Adapting the ILO Health and Safety Convention,¹⁶² ‘workplace’ should include all places, actual or virtual, where workers need to be or go by reason of their work. In relation to the risks of online working, the ILO could draw on the measures contained in the PWD for minimising risks arising from ADMS. As for social security, the ILO has emphasised that ‘universal social protection...is not only a matter of realising the human right to social security, but is also important in ... ensuring fair competition between platforms and more traditional companies’.¹⁶³ Platforms should therefore be required to contribute to social security and pension schemes on behalf of their workers regardless of their employment status.

(iii) Fair contracts

To mitigate the power imbalances reflected in contracts, an ILO standard should build on the PWD by requiring the contract to identify the platform as a party and ensure that disputes can be pursued in the jurisdiction

¹⁶⁰ Ibid.

¹⁶¹ See further Deirdre McCann ‘Working time and ILO standard setting on decent work in the platform economy’ (11 August 2024) <<https://ssrn.com/abstract=4928837>> accessed 6 May 2025.

¹⁶² Convention 155, 1981, Art 3(c).

¹⁶³ ILO, ISSA and OECD (n.91), 11.

where the worker is located. Added to the joint and several liabilities in the PWD for intermediaries should be measures prohibiting unfair contractual clauses, such as exemptions for platforms from liability regarding pay, working conditions or negligence, or the power to reverse acquired rights or reasonable expectations.

(iv) Fair management

The PWD's provisions for protecting workers' personal data provide a precedent for an ILO Convention, as does its requirement for human oversight of algorithmic decision-making and access to impartial dispute resolution. However, human oversight should be subject to substantive fairness requirements. An ILO Convention should provide all PPPW with effective protection against unfair termination and discrimination. Given the lack of transparency of algorithms, under-representation or unequal pay for disadvantaged groups should be regarded as *prima facie* discrimination, triggering a duty on platforms to take positive measures to remove barriers to equality. Platforms should also be required to promote equality of opportunity for workers from disadvantaged groups, including reasonable accommodation for those who need it, and to take measures to reduce the risk of discrimination by users against workers.

(v) Fair representation

The ILO has long recognised that the right to freedom of association and engaging in collective bargaining belongs to 'all workers without exception'. The PWD does not implement this right but calls on member states to take measures to 'encourage the exercise of the right to collective bargaining in platform work'. An ILO Convention should ensure that the institutions of collective labour law, including bargaining forums and the right to strike, are appropriately adapted to the conditions of different sectors of platform work.

7. CONCLUSION

The PWD has made a welcome start in providing a basis for the full protection of platform workers. However, more work is needed to recognise the specific ways in which labour law should be adapted to provide the full set

of rights to which platform workers, regardless of their employment status, should be entitled. Fairwork has given some indications of what this may entail¹⁶⁴ as points of reference for developing an ILO Convention at the 2025 International Labour Conference. Crucial to this process is the need to engage with all stakeholders, including finding ways of incorporating unorganised and isolated online workers. In this way, the ILO could show the way to a better life not just for platform workers, but for those in other sectors of non-standard work, and all sectors governed by AI.

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¹⁶⁴Global Manifesto for a Fairer Platform Economy <<https://fair.work/en/fw/engage/manifesto-fairer-platform-work/>> accessed 10 July 2024.