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Abstract

This paper provides a preliminary analysis of the ILO Decent Work in the Platform Economy Convention, 2026 (No. 193), the first international labour standard devoted specifically to platform work. It examines the Convention's scope, substantive protections, and principal interpretive questions, arguing that its significance lies in the cumulative architecture through which platform work is brought within the reach of international labour standards.

Particular attention is given to the Convention's broad personal scope. Self-employed platform workers are generally included throughout the instrument, while specific provisions permit protections to be adapted to different employment statuses without excluding workers outside an employment relationship. The analysis considers the Convention's provisions on fundamental principles and rights at work, occupational safety and health, violence and harassment, employment-status classification, remuneration, wage protection, social security, and the allocation of responsibility among platforms and intermediaries.

This paper also examines the Convention's comparatively novel regulation of algorithmic management. It analyses rights to information concerning automated systems, the connection between their responsible use and collective bargaining, the concept of "decent work by design", written explanations and meaningful human review of automated decisions, personal-data protection, and safeguards concerning suspension, deactivation, and termination.

Finally, the paper addresses applicable law, contractual circumvention, forum shopping, and access to remedies. Although the Convention reflects significant compromises, it fully recognises that platform work is work, extends labour protection into areas previously underdeveloped in international labour standards, and provides a binding foundation for national regulation, collective bargaining, litigation, enforcement, and further standard-setting.

Keywords

Platform work; digital labour platforms; ILO Convention No. 193; self-employed workers; classification of employment status; algorithmic management; automated decision-making; data protection; account deactivation; access to remedies.

Introduction

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* Professor of Law and Canada Research Chair in Innovation, Law and Society, Osgoode Hall Law School, Toronto. I would like to disclose that I previously worked on platform work as an officer of the International Labour Office, where I authored the ILO's first paper on the topic in 2016 and contributed, with my then supervisor and colleagues, to the early development of the ILO's work in this field. I later followed the negotiations of the Standard-Setting Committee on Decent Work in the Platform Economy in a technical capacity, assisting the Workers' Group upon request of the International Trade Union Confederation. The ITUC had also requested me to prepare a draft Convention to support the negotiation of this instrument. **The text in this document is a preliminary academic analysis and reflects only my personal views. It does not represent the views of the International Labour Office, the ILO Workers' Group, or the International Trade Union Confederation.** I am grateful to Antonio Aloisi and Janine Berg for helpful feedback. The usual disclaimer applies.

This text offers a preliminary analysis of the Decent Work in the Platform Economy Convention, 2026, Convention No. 193, adopted in June 2026 by the International Labour Organization (***Convention No. 193***).

Convention No. 193 establishes the first international labour standard dedicated specifically to work in the platform economy. Its adoption marks a major legal development: platform work is now addressed by a binding international labour standard devoted entirely to this sector. The Convention brings platform work expressly within the framework of labour standards, social protection, occupational safety and health, collective rights, and access to remedies.

The Convention addresses a field in which technological innovation has frequently been accompanied by uncertainty over the application of labour protection. Digital platforms often organise access to work, determine or influence payment, monitor performance, rank workers, allocate tasks, and restrict or terminate access to income through automated systems. At the same time, contractual arrangements commonly classify those performing the work as self-employed, even where the platform exercises extensive organisational and managerial power. Convention No. 193 places these questions within a common international framework and confirms that platform work remains fully within the reach of labour standards, including when performed outside an employment relationship.

Its personal scope is therefore central to its significance. Self-employed platform workers fall squarely within the Convention and are generally covered throughout the instrument, while certain provisions permit specific protections to be adapted to their particular circumstances. The Convention consequently extends international labour protection into areas in which self-employed workers have historically received limited attention, including occupational safety and health and wage-protection policy. At the same time, this instrument introduces protections regarding automated management, personal data, account deactivation, and applicable-law arrangements that constrain forum shopping, which represent a relative novelty in international labour standards, regardless of employment status.

The adoption process also carries legal and political significance. Convention No. 193 emerged from a multi-year standard-setting procedure and complex, often heated tripartite negotiations among Workers, Employers, and Governments. The negotiations required agreement across widely differing legal systems, labour-market institutions, regulatory traditions, and platform business models. The final text was adopted with overwhelming support at the International Labour Conference: 406 votes in favour, 8 against, and 36 abstentions. That level of support strengthens the instrument's authority, while its language reflects the compromises required to secure tripartite agreement.

The Convention's significance lies in the cumulative architecture of its provisions. Together, they recognise platform-specific forms of managerial power and establish a foundation for national legislation, collective bargaining, litigation, enforcement, and future standard-setting. The analysis that follows examines that architecture, identifying the advances introduced by the Convention, speaking to the limitations embedded in its compromises, and the interpretive choices that will shape its practical effect.

Definitions, intermediaries, and remuneration

Article 1 begins with the definition of "digital labour platform".[1] A digital labour platform is an entity that, through digital technologies and automated decision-making systems, organises and/or facilitates work performed for remuneration or payment.

The words "organises and/or facilitates" require some platform involvement in structuring access to work or the provision of the service. The record of proceedings supports excluding mere digital noticeboards, classified-ad sites, or job boards. A website that merely allows someone to post an advertisement, without structuring the work, payment, matching, ratings, ranking, access, or service provision, would not fall within the core definition.

The definition covers work performed online and work performed in a specific geographic location. The Convention therefore reaches both location-based work, such as delivery, ride-hailing, care work, or domestic work channelled through platforms, and online work, where the service is performed remotely.

The definition of "digital platform worker" covers a person employed or engaged to perform work organised and/or facilitated by a digital labour platform, for remuneration or payment, regardless of classification of status in employment. Both employees and self-employed platform workers are included in the scope of Convention No. 193. The "regardless of status" wording, therefore, anchors the Convention in the reality of platform work and prevents contractual classification from limiting the scope of the instrument.

Article 1 also defines intermediaries. Platform work can be organised through triangular arrangements, contractual chains, or subcontracting structures. In those situations, responsibility may be blurred. The worker may contract with one entity, the platform may operate through another, and another actor may make the worker available. The Convention makes these structures visible by defining intermediaries, including entities operating through contractual relationships with both the platform and the worker, or as part of subcontracting chains.

Article 1 also defines remuneration or payment. It covers amounts due under national law, collective agreements, or contractual obligations, according to classification of status in employment. Under this Convention, the distinction between remuneration and payment reflects

[1] **Article 1**
For the purposes of this Convention:
(a) the term "digital labour platform" means a legal person or, where applicable under national law, natural person that, through digital technologies, using automated decision-making systems:
  (i) organizes and/or facilitates work performed by persons for remuneration or payment, for the provision of service, upon request of the recipient or requestor;
  (ii) regardless of whether that work is performed online or in a specific geographic location;
(b) the term "digital platform worker" means a person employed or engaged to work:
  (i) for the provision of service organized and/or facilitated by a digital labour platform;
  (ii) for remuneration or payment;
  (iii) regardless of their classification of status in employment;
(c) the term "intermediary" means a legal person or, where applicable under national law, natural person that makes available the work of a digital platform worker:
  (i) through contractual relationships with the digital labour platform and with the digital platform worker; or
  (ii) as part of a subcontracting chain between the digital labour platform and the digital platform worker;
(d) the terms "remuneration" or "payment" mean the amount due under national laws and regulations, collective agreements or contractual obligations, to a digital platform worker, according to their classification of status in employment, in exchange for the work performed. Remuneration does not include any compensation for expenses or other costs incurred by digital platform workers in carrying out their work.

the difference between workers in an employment relationship and workers outside one. In this instrument, "remuneration" is usually connected with employment; "payment" covers workers not in an employment relationship. This choice of words does not align with the wording used in other international labour standards, which sometimes also refer to remuneration in relation to the compensation of self-employed workers.[2]

Self-employed workers, therefore, fall squarely within the Convention. In general, they are fully covered throughout the instrument, while some of its provisions allow specific protections to be tailored to their characteristics.

The text also clarifies that remuneration excludes reimbursement of expenses or other costs incurred in carrying out the work. This prevents costs shifted onto workers from being counted as pay. The Convention uses "remuneration" in this part, and it is clear that employees must be reimbursed for expenses and costs where the relevant rules so provide. The fact that "payment" is not expressly mentioned should not be read as meaning that reimbursement issues can never arise for self-employed workers. National law, contract law, or other applicable principles may still require or permit the reimbursement of costs and expenses regardless of employment status.

Fundamental principles and rights at work

Article 3 requires Members to respect, promote, and realise the fundamental principles and rights at work in the platform economy.[3] These include freedom of association and the effective recognition of the right to collective bargaining; the elimination of forced labour; the abolition of child labour; the elimination of discrimination in respect of employment and occupation; and a safe and healthy working environment.

The wording confirms that fundamental rights apply in the platform economy regardless of contractual form or employment status. A worker does not lose fundamental rights because they are classified – or misclassified – as self-employed, a contractor, a partner, or under a commercial label.

The inclusion of a safe and healthy working environment in this context deserves attention. ILO fundamental Conventions and principles already extend beyond a narrow view of employment status. Occupational safety and health, however, has sometimes been more closely linked to employment relationships, for instance under Convention No. 155. In contrast, Article 3 of Convention No. 193 places all fundamental principles and rights at work, including a safe and healthy working environment, within the platform economy and across platform workers regardless of contractual form.

This article thus embodies one of the central premises of the Convention: platform work remains fully within the reach of labour standards and protection, also when performed outside an employment relationship.

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[2] For instance, the Preamble to the Social Policy (Basic Aims and Standards) Convention, 1962 (No. 117) refers to "the remuneration of wage earners and independent producers".

[3] **Article 3**

Each Member shall take measures to respect, promote and realize, in the platform economy, the fundamental principles and rights at work, namely: (a) freedom of association and the effective recognition of the right to collective bargaining; (b) the elimination of all forms of forced or compulsory labour; (c) the effective abolition of child labour; (d) the elimination of discrimination in respect of employment and occupation; (e) a safe and healthy working environment.

Occupational safety and health

Article 4 requires measures to prevent occupational accidents, occupational diseases, and other injuries to digital platform workers' health arising out of, linked with, or occurring in the course of work.[4]

Members must specify the respective functions and responsibilities of public authorities, platforms, workers, and other relevant actors. In allocating those responsibilities, Members can consider their complementary character, national conditions and practice, the classification of status in employment, and the need to assess occupational risks and adopt preventive and protective measures.

Article 4 represents a major advance because, in principle, all digital platform workers are included in occupational safety and health protection, including those outside an employment relationship. Employment status may be used to tailor protection, allocate responsibilities, and adapt measures to different situations, but cannot be used to exclude platform workers from occupational safety and health protection altogether.

At present, occupational health and safety risks in platform work are pervasive and severe. They may arise from route allocation, delivery deadlines, ratings, customer interaction, online content, work intensification, unpaid waiting time, continuous surveillance and algorithmic incentives. These are structural features of work organisation that can create or intensify occupational risks even where there is no direct human supervisor.

Article 5 mandates that digital platform workers have the right to withdraw from a work situation they reasonably believe poses an imminent and serious danger to life or health, without undue consequences.[5] This right must operate at the moment danger arises, before the risk turns into injury, illness, or violence.

For example, a rider should be able to stop delivering during severe weather. A driver should be able to disconnect when exhausted. A domestic worker should not have to enter an unsafe home. An online worker should not have to continue to be exposed to harmful content or abusive interactions without protection. They should all be able to do so without fear of penalisation by the platform, including any penalisation channelled through automated systems.

The right applies to platform workers regardless of employment status. The Article allows States to take "appropriate" measures, which can tailor the right to different situations and statuses.

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[4] **Article 4**

1. Each Member shall take appropriate measures for the prevention of occupational accidents, occupational diseases and any other injuries to digital platform workers' health arising out of, linked with or occurring in the course of their work.

2. In taking the measures under paragraph 1 of this Article, each Member shall specify the respective functions and responsibilities of public authorities, digital labour platforms, digital platform workers and other relevant actors, taking account of: (a) the complementary character of such responsibilities; (b) national conditions and practice and the classification of digital platform workers' status in employment; (c) the need to assess occupational risks and take adequate preventive and protective actions.

[5] **Article 5**

Each Member shall take appropriate measures to ensure that digital platform workers have the right to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health, without suffering undue consequences, and that they shall inform the digital labour platform without delay.

"Appropriate", however, cannot be read to permit diluting the right until it loses practical meaning. Workers outside an employment relationship are clearly included in the protection.

Violence and harassment

Article 6 requires effective protection for all digital platform workers against violence and harassment in the world of work.[6] It expressly includes violence and harassment perpetrated online and violence and harassment involving third parties such as clients and customers.

Many risks in platform work come from passengers, customers, clients, requestors, online users, rating systems, digital communications, and physical work environments. States have a duty to prevent violence and harassment also by avoiding that platforms unduly distance themselves from third-party conduct.

For instance, a ride-hailing platform should not ignore repeated complaints that a passenger has threatened or harassed drivers simply because the passenger is a paying customer. A domestic-work platform should not send workers back to homes where they have reported harassment, threats, or unsafe conduct. An online-work platform should not treat sexual harassment, racist abuse, threats, or doxxing[7] by clients as a private matter between a user and a worker.

This follows the logic of the ILO Violence and Harassment Convention, 2019 (No. 190) which covers violence and harassment linked with work and requires approaches that take account of third-party violence and harassment where applicable.

Classification of status in employment

Article 9 requires appropriate measures to ensure the correct classification of digital platform workers regarding the existence or non-existence of an employment relationship.[8]

Classification cannot depend on the terms and conditions or the wording of the contract between a platform and a worker. The assessment must be guided mainly by the facts relating to performance of work, remuneration or payment, other relevant elements, and the specificities of platform work, such as the exercise of control, monitoring, and discipline through digital systems rather than traditional direct supervision.

Algorithmic allocation, pricing, ratings, monitoring, restrictions on autonomy, account control, and deactivation powers may all be relevant to assessing control, dependence, and subordination. Under Article 9, employment status must follow the reality of the relationship. Where the worker is labelled as self-employed but cannot negotiate price, build an independent client base, determine

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[6] **Article 6**
Each Member shall take appropriate measures to effectively protect all digital platform workers against violence and harassment in the world of work, including violence and harassment perpetrated online or involving third parties such as clients and customers.

[7] "Doxxing" refers to the non-consensual disclosure or publication of a person's identifying or private information online, such as their home address, telephone number, personal pictures, or other details, typically in order to harass, intimidate, or expose them to harm.

[8] **Article 9**
Each Member shall take appropriate measures to ensure the correct classification of digital platform workers in respect of the existence or non-existence of an employment relationship, guided mainly by the facts relating to the performance of work, the remuneration or payment of the digital platform worker, among other elements, and considering the specificities of work via digital labour platforms.

working methods, or access work independently, the contractual label should not control the legal classification.

The words "mainly" and "among other elements" can be read as allowing national presumptions of employment and broad factual indicators where the evidence points to an employment relationship, even without exhaustive proof of every element. Those words should not be read as allowing platforms to rely on elements that contradict the relationship's factual reality. They refer to further elements that help reveal that reality, for instance: how work is performed, how payment is organised, how control is exercised, how the worker is integrated into the platform's business, and how the relationship operates in practice.

A clause classifying a worker as self-employed, or denying the existence of an employment relationship, cannot determine classification where the actual performance of work points in another direction. Allowing contractual labels to override reality would empty labour regulation of its protective function and allow the stronger party to impose opt-outs from labour standards through standard-form language.

Article 9 crystallises, for the first time in an ILO Convention, the principle that contractual labels or clauses denying employment status cannot be used to defeat labour protection where the facts point in another direction.[9]

Remuneration, payment, and wage protection

Article 10 requires timely and full payment of remuneration or payment due under law, collective agreements, or contractual obligations, subject only to lawful deductions.[10]

For workers in an employment relationship, remuneration must not fall below the applicable statutory or negotiated minimum wage, excluding tips and gratuities. Article 10 also covers compensation for expenses or costs incurred in performing the work, according to national law and practice.

Article 10(3) then requires Members to consider whether minimum-wage-related measures should also apply to workers outside an employment relationship. States retain discretion to determine what is appropriate. Yet the provision clearly places the payment of self-employed platform workers within the field of wage-protection policy. This is a clear step forward for the protection of self-employed persons under international labour standards, in line with the 2019 ILO

[9] This "primacy of fact" principle, however, was already enshrined in Paragraph 9 of the Employment Relationship Recommendation, 2006 (No. 198).

[10] **Article 10**

1. Each Member shall take measures to ensure that the remuneration or payment which is due to digital platform workers under national laws and regulations, collective agreements or contractual obligations is paid in a timely manner, in full, subject to lawful deductions, to the extent authorized by national laws and regulations or collective agreements, and by lawful means of payment, including electronic transfer where permitted under national laws and regulations.
2. Each Member shall also take measures to ensure that digital platform workers in an employment relationship:
   (a) receive remuneration, the amount of which, excluding any tips or other gratuities, is in no case lower than the applicable statutory or negotiated minimum wage, if any;
   (b) are compensated, according to national law and practice, for expenses or other costs incurred in the performance of their work.
3. Each Member shall give consideration to whether the measures adopted notably under paragraph 2(a) of this Article shall be provided to digital platform workers who are not in an employment relationship.

Centenary Declaration and the recommendations of the ILO Global Commission on the Future of Work concerning the Universal Labour Guarantee.

Article 11 requires Members to take appropriate measures so that platforms provide workers, in a timely manner, with accurate and easily understandable information on remuneration or payment and any deductions made.[11]

The phrase "appropriate measures" allows implementation to be adapted to different platform models, payment systems, and employment statuses. It also requires measures that work in practice. "Appropriate measures" cannot be purely formal or ineffective.

Platform work pay may depend on dynamic pricing, incentives, commissions, fees, penalties, ratings, task type, distance, time, and deductions. Workers need this information to verify payment, understand deductions, identify errors, and challenge underpayment. This is vital where pay is calculated through opaque systems or changes frequently. Article 10 requires transparency regarding what is paid and what is deducted, regardless of the model applied under national law and practice.

Social security

Article 12 requires access to social security protection on terms no less favourable than those applicable to other workers with the same classification of status in employment.[12]

Convention No. 193 brings social security into the platform work instrument and recognises that platform workers face ordinary social risks: sickness, occupational injury, disability, unemployment, maternity, old age, and income insecurity.

The reference to classification status may limit the provision. Where self-employed workers receive weaker social protection under national systems, platform workers classified as self-employed may remain exposed to protection gaps. That is why national implementation and further standard-setting remain important.

Nonetheless, Article 12 does not prevent Members from extending more favourable social security protection to platform workers, including beyond the level available to workers with the same employment status. Under Article 19(8) of the ILO Constitution, ILO Conventions operate as a floor and cannot affect more favourable protection at national level.[13]

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[11] **Article 11**
Each Member shall take appropriate measures to require digital labour platforms to provide in a timely manner digital platform workers with accurate and easily understandable information on their remuneration or payment and any deductions made.

[12] **Article 12**
Each Member shall take measures to ensure that digital platform workers have access to social security protection on terms no less favourable than those applicable to other workers with the same classification of status in employment.

[13] **Article 19(8) of the ILO Constitution**
In no case shall the adoption of any Convention or Recommendation by the Conference, or the ratification of any Convention by any Member, be deemed to affect any law, award, custom or agreement which ensures more favourable conditions to the workers concerned than those provided for in the Convention or Recommendation.

More favourable protection may be justified because many self-employed platform workers bear risks without the autonomy usually associated with self-employment. Their income, access to clients, visibility, pricing, and continuity of work may depend heavily on the platform's infrastructure and automated systems. Status-based parity may therefore be insufficient where formal self-employment does not capture their dependence and exposure to risk.

Automated systems, algorithmic management, and "decent work by design"

Before entering the automated-systems provisions, one general comment is necessary. For the first time, an ILO Convention, and a binding international labour instrument, contains express rights concerning automated systems at work, following earlier developments at national and regional level. Even in its compromised form, the Convention places algorithmic management within labour standards, with clear rights for workers and their representatives.[14]

Article 13 requires platforms to inform workers before employment or engagement, as well as their representatives and representative workers' organisations, about the use of automated systems to monitor or evaluate work or generate decisions relating to work.[15] Platforms must also provide information on the extent to which automated systems affect working conditions or access to work.

This article covers systems affecting ratings, allocation, pay, discipline, surveillance, deactivation, visibility, and access to tasks. No distinction is allowed based on employment status under Article 13. This provision recognises that removing informational asymmetry about automated systems is necessary for all platform workers, whether employed or self-employed.

Article 14[16] requires Members to take appropriate measures to ensure the responsible use of automated systems by digital labour platforms, consistent with obligations concerning the ILO's Fundamental Principles and Rights at Work. This connects algorithmic management to freedom

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[14] ***Interpretation***

A note on interpretation is also necessary. Articles 14, 15, 17, and some related provisions, including Articles 10(3) and 19, emerged from closed-door negotiations between the Employer and Worker spokespersons before the Committee Chair. Their negotiating history is consequently less extensive than that of provisions debated fully in the Committee, and Governments had fewer opportunities to place their views on record. For these provisions, the text adopted by the Conference must therefore remain the primary point of reference. Where Governments or other Constituents responded in the Committee when the negotiated text was presented, those interventions may carry some interpretive weight because they addressed the final compromise at the moment it was submitted for approval. Earlier Committee exchanges and statements made during the subsequent plenary discussion may still illuminate the broader context and the positions of individual Constituents, although they provide less direct evidence of the understanding attached to the final wording.

[15] **Article 13**

Each Member shall require digital labour platforms to inform digital platform workers, before their employment or engagement, and their representatives or representative workers' organizations and, where they exist, organizations representing digital platform workers, about:

(a) the use of automated systems, based on algorithms or on similar methods, to monitor or evaluate work, or to generate decisions relating to work;

(b) the extent to which the use of such automated systems has an impact on the working conditions of digital platform workers or their access to work.

[16] **Article 14**

Each Member shall take appropriate measures to ensure responsible use of automated systems by digital labour platforms as defined in Article 1(a), as consistent with Member States' obligations to respect, promote and realize the fundamental principles and rights at work.

of association, collective bargaining, non-discrimination, risks of forced labour and child labour, and occupational safety and health.

Automated systems used to organise platform work must remain within the reach of fundamental labour rights. Systems that allocate work, rank workers, monitor performance, shape access to tasks, or trigger penalties cannot be treated as merely technical tools outside labour protection.

Automated systems also affect matters that fall within the traditional scope of collective bargaining, such as pay, shifts, work intensity, performance evaluation, and discipline. Promoting responsible use, consistent with the Fundamental Principles and Rights at Work, must therefore also mean promoting collective bargaining over how these systems shape elements of the working relationship.[17]

Article 14 makes clear that automated management remains subject to fundamental labour rights. The expression "decent work by design" captures the direction of this provision. Systems used to organise platform work must be built, deployed, and monitored to respect fundamental principles and rights at work from the outset.

The parallel is with "privacy by design". Data protection law increasingly requires that privacy be embedded in systems at the design stage. Article 14 begins to do something similar for platform work. Platforms should not add labour rights as an afterthought once an algorithmic system is already allocating tasks, shaping pay, ranking workers, or triggering restrictions. The design of the system itself must reflect freedom of association, collective bargaining, non-discrimination, health and safety, and other fundamental principles and rights at work.

Explanations and human "review" of automated decisions

Article 15 applies where decisions are generated by an automated decision-making system.[18]

Members must take appropriate measures requiring platforms to ensure that workers have access, on request and without unreasonable delay, to two safeguards. Notably, workers outside an employment relationship are included in this protection, though employment status may be taken into account to make the Article operational.

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[17] For a more detailed regulatory model for collective bargaining over algorithmic management, see Articles 8–11 of the draft ILO Platform Workers Convention prepared by the author at the request of the ITUC to support the standard-setting process. Those provisions set out mechanisms for information, consultation, bargaining, impact assessment, explanation, and review in relation to automated and semi-automated systems. Those proposals reflect my own views and should not be taken as necessarily representing the position of the ITUC.

[18] **Article 15**

1. Where decisions are generated by an automated decision-making system, each Member shall take appropriate measures to require digital labour platforms to ensure that digital platform workers have access, on request, and without unreasonable delay, taking into account the classification of status in employment, to:

(a) a written explanation for significant decisions that adversely impact their working arrangements and access to work;

(b) a review of decisions, as appropriate, that result in the non-disbursement of any amount due to digital platform workers, or the suspension or deactivation of their account, or the termination of their employment or engagement with a digital labour platform.

2. In giving effect to paragraph 1, each Member shall ensure that digital labour platforms have appropriate human involvement.

The first safeguard is access to a written explanation for significant decisions that adversely impact working arrangements and access to work. The second safeguard is access, as appropriate, to review of decisions that result in non-disbursement of amounts due, suspension or deactivation of the account, or termination of employment or engagement.

Convention No. 193, therefore, introduces procedural accountability for decisions affecting pay, access to tasks, visibility, account status, and livelihood.

Article 15(2) provides that, in giving effect to paragraph 1, Members must ensure appropriate human involvement. My reading is that "review" under this Article must involve meaningful human review. A purely automated reconsideration of an automated decision would not provide a real review if it relies again on the same data, parameters, and logic. In this context, "review" means that a person must be able to assess the decision, consider the worker's explanation, examine relevant facts, and correct or reverse the outcome where appropriate.

A written explanation should allow the worker to understand the main reasons for the decision and the factors that materially influenced it. Examples include ratings, acceptance rates, cancellations, location, fraud indicators, customer complaints, response times, completion rates, or ranking criteria.

For instance, if a driver suddenly receives fewer trips, the explanation should indicate whether acceptance rates, cancellations, location, ratings, inactivity, or fraud indicators were relevant. Or, if an online worker loses visibility or access to better tasks, the explanation should indicate whether response time, completion rates, customer reviews, or ranking criteria played a role.

A system too opaque to explain is also impossible to control, audit, or correct. Convention No. 193 responds to this risk by treating explanation and review as labour protections: mechanisms through which automated managerial power can be challenged, reviewed, and corrected.

Personal data and privacy

Article 16 requires effective and appropriate safeguards concerning digital platform workers' personal data.[19] Personal data must be processed for the legitimate purpose for which it is collected. Further processing is not permitted where it is incompatible with the rights and protections set out in the Convention, including fundamental principles and rights at work.

For instance, workers' data cannot be processed to gather information on union activity, identify organisers, or predict which workers may be likely to organise. That kind of processing would directly affect freedom of association and collective rights.

Workers also have the right to request access to, rectification of, and erasure of their personal data, subject to applicable data retention laws.

[19] **Article 16**

1. Each Member shall establish effective and appropriate safeguards concerning digital platform workers' personal data and ensure that it is processed for the legitimate purpose for which it is collected, and not further processed in a manner that is incompatible with the rights and protections set out in this Convention.
2. Each Member shall ensure that digital platform workers have the right to request access to, and the rectification and erasure of, their personal data processed by digital labour platforms, subject to applicable data retention laws.

Data protection is thus situated within the labour protection framework of Convention No. 193. Platform work is often built on data extraction, monitoring, profiling, ratings, productivity metrics, and automated evaluation. Article 16 ensures that data practices remain in line with the rights protected by the Convention.

Suspension, deactivation, and termination

Article 17 requires Members to take appropriate measures to prohibit suspension, deactivation, or termination when based on discriminatory or otherwise unlawful grounds.[20]

The Article applies to digital platform workers regardless of whether they are in an employment relationship or genuinely self-employed.

The need for protection related to these practices is clear: account loss or suspension may immediately cut off income, reputation, accumulated ratings, access to clients, and the practical value of investments made by the worker.

Article 17 does not expressly mention restrictions on accounts. Yet "suspension" and "termination" can cover suspension or termination of the regular functioning of the account. That includes shadow banning, algorithmic downgrading, blocking access to tasks, or preventing the worker from accepting rides or assignments as before.

These measures may be more damaging than a temporary formal suspension because they can produce lasting loss of visibility, income, ranking, and access to better-paid work.

The word "unlawful" is also significant. Unlawful grounds are not limited to conduct expressly labelled as illegal by a specific statutory provision. It can include grounds contrary to legal principles, such as good faith, including groundless, arbitrary, or manifestly unreasonable suspensions, deactivations, or terminations. The wording of Article 17, therefore, also includes protections for self-employed platform workers, because good faith and abusive termination are relevant in contractual and commercial relationships as well.

Terms, applicable law, and access to remedies

Article 18 requires timely, verifiable, and easily understandable information on the terms and conditions of employment or engagement.[21]

Article 19 states that the terms and conditions of employment or engagement of digital platform workers should preferably be governed by the law of the country where the work is performed, unless otherwise provided for in national laws and regulations, international instruments, or bilateral or multilateral agreements, taking into account the contractual arrangements.

The reference to contractual arrangements should not be understood as giving decisive effect to a choice-of-law clause drafted by the platform. Such arrangements form part of the legal assessment under Article 19, whose preferred connecting factor remains the country where the work is

[20] **Article 17**

Each Member shall take appropriate measures to prohibit the suspension or deactivation of a digital platform worker's account, or the termination of their employment or engagement with a digital labour platform, whe it is based on discriminatory or otherwise unlawful grounds.

[21] The rest of the articles of Convention No. 193 are available here.

performed. The word "preferably" also leaves room for the application of more favourable rules, including where the law of another country with a sufficiently close connection to the relationship offers stronger protection.

The risk of contractual circumvention is particularly acute for workers outside an employment relationship, especially in online platform work. Employee-protective conflict-of-laws rules may not apply to self-employed workers, while standard terms may designate the law and courts of a jurisdiction far removed from the place where the work is performed. Given the often modest value of individual claims, the cost and complexity of pursuing proceedings abroad may render formally available rights practically unenforceable.

Article 19 must therefore be read together with **Article 21** as part of a coherent framework governing both the protection of platform workers' rights and their practical enforceability. Article 21 does not distinguish between workers in an employment relationship and those outside one. It requires digital platform workers, as such, to have easy access to safe, fair, and effective dispute resolution and to appropriate remedies. This guarantee informs the interpretation and implementation of Article 19: contractual arrangements, including choice-of-law and jurisdiction clauses, cannot be given effect where they would frustrate practical access to the rights and remedies secured by the Convention.

The combined operation of Articles 19 and 21 is particularly important for self-employed platform workers. A clause that requires a worker to invoke a foreign law or pursue proceedings in a distant jurisdiction, at a cost disproportionate to the value of the claim, may make the protection recognised by the Convention effectively unavailable. Such a result would be difficult to reconcile with Article 21, including where the clause forms part of the contractual arrangements taken into account under Article 19. Contractual drafting cannot separate substantive rights from any practically accessible means of enforcing them.

Crucially, national law may give concrete effect to this joint reading through more detailed safeguards. These may include overriding mandatory rules applicable to platform work performed in the territory; jurisdiction in the country where the worker resides or performs the work; limits on foreign-law and foreign-forum clauses contained in standard terms; and specific protections ensuring that self-employed platform workers cannot be deprived of substantive rights or an accessible remedy through contractual drafting.

Convention No. 193 cannot prevent Members from adopting such measures. Under Article 19(8) of the ILO Constitution, international labour standards establish minimum protection and cannot affect laws, awards, customs, or agreements that provide more favourable conditions. National and regional systems therefore remain free to adopt rules that go beyond Article 19, including detailed safeguards against forum shopping and contractual circumvention. Properly implemented, Articles 19 and 21 jointly provide a strong basis for those safeguards.

Article 20 requires Members to prevent abuses of migrants and refugees in recruitment, engagement, and work as digital platform workers, and to provide adequate protection. The inclusion of this provision reflects the disproportionate number of migrant and refugee workers in platform work and the fact that these workers may face dependence, language barriers, limited knowledge of rights, fear of retaliation, and exclusion from ordinary enforcement channels.

Article 22 requires mechanisms to ensure compliance with and enforcement of relevant national laws, regulations, and collective agreements. This should be connected to the specific enforcement

problems of platform work: cross-border operations, subcontracting chains, intermediaries, informal work, and opaque digital systems.

Article 23 requires digital platform workers to enjoy protection no less favourable than that afforded to other workers with the same classification of status in employment. Again, Article 19(8) of the ILO Constitution is relevant here.[22] Article 23 is a floor, not a ceiling. It cannot prevent Members from granting platform workers more favourable protection.

Implementation and commercially sensitive information

Article 24 explains how the Convention can be implemented: through laws and regulations, collective agreements, court decisions, combinations of these means, or other methods consistent with national practice.

Implementation must take place in consultation with the most representative employers' and workers' organisations. The Convention's provisions will need to be translated into concrete national rules and enforcement structures.

Article 24 also confirms territorial application. The Convention applies to platforms and intermediaries operating, and platform workers working, in the Member's territory.

Where intermediaries are permitted, Members must determine and allocate responsibilities between platforms and intermediaries. The practical purpose is to prevent responsibility from disappearing into subcontracting, outsourcing, or triangular arrangements. Compliance obligations must remain identifiable.

Article 24 also requires appropriate measures to protect commercially sensitive information of digital labour platforms. This provision sits alongside rights to information, explanation, review, and enforcement and should not be read in isolation. Read in line with the ILO Constitution, it cannot limit more favourable national rules for workers. It also cannot become a blanket shield against access to information needed by workers, their representatives, public authorities, or labour inspectorates, as was clearly pointed out during the negotiations. [23]

This includes information needed to understand working conditions, automated systems, pay, suspension, deactivation, and compliance with the Convention. Commercial sensitivity cannot justify denying access to information needed to make the Convention effective.

Conclusion – Overall significance

Convention No. 193 brings platform work squarely within international labour standards. Its significance lies in the cumulative effect of its provisions: broad personal coverage; recognition of platform-specific risks; rules on status classification; occupational safety and health; protection

[22] **Article 19(8) of the ILO Constitution**

In no case shall the adoption of any Convention or Recommendation by the Conference, or the ratification of any Convention by any Member, be deemed to affect any law, award, custom or agreement which ensures more favourable conditions to the workers concerned than those provided for in the Convention or Recommendation.

[23] For instance, by the Government member of Mexico.

against violence and harassment; remuneration transparency; social security; algorithmic management safeguards; data protection; deactivation rules; dispute resolution; and enforcement.

The text is the product of compromise, and some provisions remain weaker than they should be. Those limits, however, should be acknowledged without obscuring the larger legal shift. Convention No. 193 recognises that platform work is work, and that those who perform it are entitled to labour protection. It rejects the idea that platform work can be treated as a regulatory exception or a space beyond the ordinary reach of labour standards. It extends significant labour protection to self-employed workers, including in areas previously untouched by international labour standards.

The Convention should also be read as a floor for national implementation, collective bargaining, litigation, enforcement, and future standard-setting. It does not settle every issue – no legal instrument ever does – but it creates a binding international framework, and a solid basis, to ensure decent work for platform workers.