LABOUR IS NOT A TECHNOLOGY – REASSERTING THE DECLARATION OF PHILADELPHIA IN TIMES OF PLATFORM-WORK AND GIG-ECONOMY

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Abstract

This article examines work arrangements for platforms such as Uber, which mediate and organize working activities in the "real" world, as well as crowdwork platforms where work is executed online. It also reviews some of the most recent regulatory and judiciary trends regarding these forms of work and argues that, in a vast number of cases, platform workers are misclassified as "sham" independent contractors and, as such, they already theoretically qualify for existing labour and employment rights. The article also argues that platform work is more often a form of casual work rather than a genuine form of self-employment. It therefore advocates the recognition of employment rights and better labour protection for platform workers by also reaffirming the validity of the principle that "labour is not a commodity", enshrined in the 1944 Declaration of Philadelphia, to deal with modern forms of work.

Este artículo examina los acuerdos mediante plataformas como Uber, que median y organizan actividades laborales en el mundo "real", así como plataformas de "*crowdwork***"** en las que el trabajo se ejecuta en línea. Igualmente se revisan algunas de las tendencias regulatorias y judiciales más recientes en relación con estas formas de trabajo y se argumenta que, en un número importante de casos, los trabajadores de esas plataformas son erróneamente clasificados como "falsos" contratistas independientes, y como tal, califican teóricamente para el reconocimiento de derechos laborales. El artículo también argumenta que el trabajo de plataforma es más frecuentemente una forma de trabajo casual, que una genuina forma de autoempleo. Por lo tanto, se aboga por el reconocimiento de derechos laborales y una mayor protección laboral para los trabajadores de dichas plataformas reafirmando el principio según el cual "el trabajo no es una mercancía" consagrado en la Declaración de Filadeflida de 1944, con el fin de enfrentar las nuevas formas de trabajo.

Título: El trabajo no es una tecnología –Reafirmando la Declaración de Filadelfia en tiempos de trabajo a través de plataformas y "gig economy"

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Palabras clave: plataformas, crowdwork, trabajo en línea, gig economy, derechos laborales, autoempleo, Declaración de Filadelfia, mercancía, nuevas formas de trabajo

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Summary

1. Introduction

Nowadays, a growing segment of working activities is channelled and distributed via IT tools and applications. This is the case of both activities executed in the "real" world, such as transportation, running errands or delivering food, and work executed digitally through "crowdwork" platforms that allow clients to outsource tasks that are completed online by persons potentially connected from any part of the world. This phenomenon is often captured under labels such as the "platform economy", the "gig-economy" and the "collaborative economy".

Though activities like transporting passengers for platforms like Uber or completing online tasks on crowdwork platforms are significantly different, there are many similarities that warrant a joint examination of these phenomena (De Stefano, 2016a). A major common feature is the use of technological means to distribute tasks to a very scalable workforce. This technological component of the businesses is often presented as a reason to conceive all these activities as new forms of work and detached from the rest of the labour market and, as such, unsuitable to be regulated under existing labour standards (Prassl, forthcoming).

More often than not, this is also accompanied by a contradictory story-telling that brands the work channelled through the platform as a form of leisure or amateurish past-time or depicts this work as executed from entirely independent professionals with full control of their working activity and operations – a new form of technology-enabled microbusinesses. Either way, the underlying assumption is that persons engaging in these activities do not qualify as workers and do not require to be covered by labour protection.

Alongside this rhetoric is the claim that the platforms merely match the demand and supply of the services provided to customers – they do not interfere with the activities offered through the platform but only put the users in contact and, therefore, they merely carry out a technological service.

These narratives, however, have repeatedly failed reality-checks. Moreover, matters related to the working activities of platform-workers have also started influencing issues not immediately related to labour and employment protection. In this context, in this note I present the case of Uber, a well-known car-hailing platform, and the case of digital crowdwork platforms.

2. Uber: digital service or a "techy" transport company?

Uber is a company that allows customers to download a proprietary application (app) on their own smartphones and use this app to hail car-rides for their desired destinations. The app allocates these car-rides to drivers that log on to the Uber app to offer their availability to drive Uber's customers.

Uber is presently involved in a judicial dispute before the Court of Justice of the European Union (CJEU) in *Case C-434/15 Asociación Profesional Elite Taxi v Uber Systems Spain SL*.The Court is called to determine whether Uber is an "information society service", only operating a technological activity by connecting clients to drivers. If this were the case, the possibility of member States to regulate its activities, particularly in the context of their national transport regulation, would be significantly limited.

The Advocate General (AG) of the CJEU released a comprehensive and enlightening opinion on this case (Prassl, 2017). Albeit the arguments of the AG are not binding on the CJEU, its passages are not only relevant because of the authoritative nature of this opinion but also because they provide for a detailed analysis of the relationship between Uber and its drivers. As a matter of fact, despite the case at hand is not centred on the labour-related aspects of this relationship and the AG clearly states that it is not his role to investigate the issue of the legal classification of these working activities, the methods by which Uber exerts control on "*over all the relevant aspects of an urban transport service*", including the activities of its drivers, were crucial in determining the opinion of the AG.

Among other things, he observes that "*although there are no rules on working time within the framework of the Uber platform, so that drivers may pursue that activity alongside others, it is apparent that most trips are carried out by drivers for whom Uber is their only or main professional activity*". Moreover, they "*also receive a financial reward from Uber if they accumulate a large number of trips*". Furthermore, "*Uber informs drivers of where and when they can rely on there being a high volume of trips and/or preferential fares. Thus, without exerting any formal constraints over drivers, Uber is able to tailor its supply to fluctuations in demand*". In addition to this, the Uber application "*contains a ratings function, enabling drivers to be rated by passengers and vice versa. An average score falling below a given threshold may result in exclusion from the platform, especially for drivers. Uber therefore exerts control, albeit indirect, over the quality of the services provided by drivers*."

According to the AG, despite this control not being "*exercised in the context of a traditional employer-employee relationship*", one "*should not be fooled by*

appearances." In fact, "*indirect control such as that exercised by Uber, based on financial incentives and decentralised passenger-led ratings, with a scale effect, makes it possible to manage in a way that is just as — if not more — effective than management based on formal orders given by an employer to his employees and direct control over the carrying out of such orders*."

In light of these circumstances, the AG concluded that Uber cannot be considered a mere information society business undertaking and should be instead classified as a "transport service" for the purpose of the relevant regulation. Significantly, the fact that Uber and its main competitor in the United States, Lyft, provide transport services and could not be regarded as mere technological business for the sole fact that they use digital tools to match demand and supply of rides was also established in some of the first judicial decisions connected to the employment status of drivers of car-hailing platforms.[2]

The points made by the Advocate General are of fundamental importance for "demystifying" the mainstream rhetoric surrounding work in the platform-economy, regardless of the fact that this is not an employment-law case and that the CJEU could decide differently from how it is advocated by the AG. Notwithstanding that the opinion only concerns one particular platform and that businesses in the platform-economy operate amidst very diverse systems of managing the working activities they mediate, the analysis of the AG provides some arguments that extend much beyond Uber.

Firstly, the AG points out that the vast bulk of "rides" is executed by drivers "*for whom Uber is their only or main professional activity*". This contradicts the commonplace that all platform-work is executed as a form of past-time to earn "extra money". In fact, this does by no means regard only Uber and work executed in the "material" world but also concerns another fundamental limb of platform-based work: "online" crowdwork. A recent ILO survey shows that 40% of the interviewed workers on two major crowdsourcing platforms rely on this activity as their principal source of income (Berg, 2016).

The AG also points out that the rating system put in place by Uber, whereby customers are allowed to rate drivers at the end of each ride and drivers can be excluded from the platform if they do not keep an high average rating score, and it allows the company to enforce its business standards and to "exert control" over the quality of the service. This

[2] United States District Court, Northern District of California, *O'Connor et al. v. Uber Technologies, Inc., et al.*, Order Denying Cross-Motion for Summary Judgement, 11 March 2015, Document 251; United States District Court, Northern District of California, *Cotter et al. v. Lyft Inc.*, Order Denying Cross-Motion for Summary Judgement, 11 March 2015, Document 94.

is an essential element is assessing the nature of the relationship between Uber and its drivers (Davidov, 2017) and it is not a case that the rating system was also considered by the London Employment Tribunal in a landmark ruling issued in 2016. According to the Tribunal, "*Uber subjects drivers through the rating system to what amounts to a performance management/disciplinary procedure*" – an element not compatible with the classification of drivers as fully autonomous self-employed persons.[3]

3. Online crowdwork platforms: liquid responsibilities, solid control

The use of rating systems or automatic review mechanisms to monitor, and discipline, the execution of the work in a way that contradicts the alleged self-employment status of platform workers is not limited to Uber. It is, instead, one of the defining elements of the "platform economy", which is also extensively used by online crowdwork platforms.

Through the rating mechanisms, businesses and (or) clients have the possibility to control the adherence to the standards set by the platform or the client's instruction (Stark and Rosenblat, 2016; Aloisi, 2016; De Stefano, 2017). Poor performance – more precisely a performance that is perceived as poor by clients that can also be inexperienced with the particular trade or task – can be sanctioned with exclusion from the platform or, in crowdwork platforms, with a drop in the workers' personal rating, something that would prevent them to accede to the best paid jobs on the platform. This is a particularly serious issue in crowdwork, where – to a greater extent than what happens in work on-demand in the "material" world – clients are often allowed to reject the work done by the crowdworkers and still retain the results of this work. This opens the way to opportunistic behaviours; moreover, rejections also influence the rating of crowdworkers who are then not only exposed to out-and-out "wage theft" practices but also penalised by the rating systems (Silberman and Irani, 2016).

These abusive conducts are normally imputed to individual clients on the platform. What, however, is normally overlooked is that it is the platform that, by allowing to reject work without providing a reason and still retain the job done, makes these conducts possible in practice. As noted by Berg (2016), this unilateral standard-setting activity is one of the ways platforms self-govern the work they mediate. In legal terms, the consequences of this private standard-setting activity should not be underestimated when assessing the employment status of workers in a given platform – it may be the case that this activity influences the way work is performed on the platform in a fashion that is at odds with the self-employment status of some platform workers.

[3] Employment Tribunal, *Mr Y Aslam, Mr J Farrar and Others v Uber*, Case Numbers: 2202551/2015 & Others, 28 October 2016.

The assumption that all platform work is invariably genuine and fully-fledged self-employment, therefore, seems to be misplaced. What emerges from the analysis is that there is a significant murkiness of the relationship between businesses and workers and the presence of many elements that are more compatible with the existence of an employment status than with a self-employment one from the way some platforms operate. As observed in the previous section, it is also possible that the very terms and conditions set out by the platforms partially contradict the self-employment status of platform workers. This seems to be the case for some clauses found in the terms of service of several crowdwork platform (De Stefano, 2016a).

Some platforms, for instance, prohibit crowdworkers from subcontracting the completion of the task to other workers. This is the case of Clickworker whose "General Terms and Conditions" provide that: "[w]*ith respect to any project, clickworker will exclusively mandate the Clickworker who has submitted an offer to perform services relating thereto to consummate such project. Clickworkers are expressly prohibited from subcontracting or outsourcing projects to third parties unless this is expressly permitted by the terms of a project description*".

Other platforms, such as Crowdflower, instead, prevent workers form using IT tools to complete tasks by prohibiting to "*perform any task with the use of Internet bots, web robots, bots, scripts, or any other form of artificial intelligence or otherwise attempt to obtain rewards from CrowdFlower without completing tasks as they are described*".[4]

Imposing to execute the work personally, either by prohibiting subcontracting or by forbidding the usage of IT tools, is a way of directing the performance of the work in a manner that could be inconsistent with the self-employment status of workers, particularly if this were coupled with stringent rating systems or other means of monitoring the execution of the work such as the possibility to unilaterally determine the time required to complete a job or the usage of means as GPS or, in the case of virtual work, screenshots of the worker's screen to verify at any time their attendance to the given task.

What emerges from the analysis above is that there are ways of directing and controlling the work of platform workers in fashions similar or even more stringent than what occurs in traditional employment relationships. It cannot be excluded *a priori*, therefore, that the exercise of these prerogatives on the side of the platforms and (or) the fact that the platforms allow clients and patrons to take part in these forms of performance

[4] Clickworker, *General terms and conditions (Clickworkers)*, 3 December 2012, available at https://workplace.clickworker.com/en/agreements/10123; CrowdFlower, *Master Terms of Service*, last modified 13 October 2015, available at https://www.crowdflower.com/legal/ . I wish to thank very much Michael Six Silberman for pointing out these clauses to me.

management can meet the legal tests used to determine the existence of an employment relationship with platform workers (Davidov, 2017).

In fact, this can be the case even when the workers do not have any obligation to log on to the platform at given times, another circumstance often used by the platforms to argue in favour of self-employment status. As already argued (De Stefano, 2016), and as reaffirmed by the EU Commission (2016), in several national jurisdiction and under EU law, "*the existence of subordination*", and therefore of an employment relationship, "*is not necessarily dependent on the actual exercise of management or supervision on a continuous basis*". Moreover, it would be wrong to assume that when no obligation to log on exists workers are always free to choose when to connect. This is because jobs could be offered on the platforms only at certain times of the day and this, coupled with the scarcity of jobs on the platforms and the low level of pay (Berg, 2016; Rani, 2017), is a sufficient incentive to compel workers to be present on the platforms when they are needed also when they did not undertake to be available at a given time.

4. The Casual Work of the XXI Century

Furthermore, rather than only concentrating on self-employment or assuming platform-work to be a new, unique and homogenous form of work, it might be opportune to put this kind of work in the context of broader trends occurring in industrialised labour markets, namely the spread of non-standard forms of work and the casualization of labour (ILO, 2016; Campbell and De Stefano, forthcoming; Freedland and Prassl, 2017). This latter phenomenon concerns the growth in numbers and importance of work arrangements that allow businesses to employ workers "on-demand", calling them to work for the sole moments in which work is needed without guaranteeing that work will be made available in the future, after the single spell of work. This phenomenon, that takes the form of "zero-hours" contracts, "on-call" or "on-demand" work often corresponds, or staggeringly resembles, to forms of casual work that have always existed in both developing and developed countries and that had been confined to the margin of industrialised labour markets for the better part of the 20th century (De Stefano, 2016b).

Casual work – both traditional and new forms such as zero-hour arrangements – is often associated with legal or practical exclusion from labour protection and instability of work and income, as a consequence of the fact that workers are not guaranteed to be employed but for very short periods of time such as a week, a day or a few hours. These are issues also commonly faced by platform workers, the only difference often being that in platform work periods of paid employment are even shorter and normally go by fraction of hours and minutes. As shown by Berg (2016) lack of work is a very common

concern for crowdworkers, who also spend on average 18 minutes in an hour looking for work on the platform.

Rather than a new breed of self-employed workers who are "their own bosses" and work how they want, choosing their own schedule, therefore, it would be more correct to look at the vast bulk of platform workers as "twenty-first century casual work rebranded" (Berg, De Stefano, 2017).

There are, no doubt, instances in which platforms function merely as marketplaces and simply match demand and supply of services of self-employed operators. However, in many other cases, as shown above, the platforms actively intervene in setting standards, prices, nature of tasks, timing, and other features of the performance. In addition to this, they may also put in place rating systems through which they can monitor and discipline the performance on the basis of the reviews or the rejections executed by customers.

These practices warrant strong attention to the individual platforms' operation – the possibility of them exerting the kind of control that would trigger employment status or allow to challenge pure self-employment status, as recently occurred in the United States and the United Kingdom (De Stefano, 2017), should be neither excluded nor overlooked.

It is, therefore, important, in the words of the Advocate General of the CJEU, not to "*be fooled by appearances*". The mere fact that there may not be fixed or binding working hours does not per se exclude the possible existence of an employment status in platform work. Nor it should be assumed that platform workers never commit themselves to be available at predetermined times of the week or the day.

For instance, a Supplier Agreement for food-delivery platform Deliveroo published by the UK House of Commons earlier in 2017[5] first informs the "*suppliers*" [i.e. the persons riding their bicycles or motorbikes to deliver food to the platform's customers] that: "*Deliveroo is not obliged to make available any minimum level or amount of work to you, nor are you obliged to perform any minimum level or amount of work*". However, "*without prejudice to*" this, "*when applying to join Deliveroo's supplier pool and at regular intervals thereafter you will provide an indication of the time periods during the week in which you typically expect to be available to work*." Suppliers are advised that "*Deliveroo places reliance on such indications provided by suppliers in planning to meet customer demand*" and therefore it "*accordingly expect*[s] [them] *to inform a member of the Operations Team if this changes materially, and reserve*[s] *the*

[5] Deliveroo, Supplier Agreement, http://www.parliament.uk/documents/commons-committees/work-and-pensions/Written_Evidence/Deliveroo-scooter-contract.pdf (Accessed 31 May 2017)

right to terminate this Agreement if [they] *are no longer able to work at time periods which meet Deliveroo's needs*."

It is also the supplier's responsibility to engage with the platform "*at regular intervals*" to "*confirm* [their] *availability and willingness to perform Services in a particular zone during a particular time period*". At that point a supplier will "*have confirmed* [their] *availability to perform Services during a particular time period*" and it will be their "*responsibility*" to "*log on to the app during this period and to accept actively any orders in* [their] *zone which* [they*] are able to accept*". Moreover, as a supplier, "*you must immediately notify a member of the Operations Team if you become unable to work during a time period that you have previously agreed to work* […] *and explain the reasons for this* […]".

This cautiously-worded clause materially curtails the alleged flexibility for the persons working for Deliveroo as it aims at ensuring reliability and predictability of the service by providing that "*suppliers*" report for work at pre-agreed times, accept any order during their "availability", and justify their possible absences. This is something quite alike to what would happen if the platform hired these persons as part-time employees, the major difference being that, if this was the case, the platform would be obliged to make work available or anyway pay the salary during the periods in which availability to work was agreed.

It is also worth noting that clauses excluding the obligation to make work available or to perform minimum amounts of work are extremely diffuse in casual work arrangements such as zero-hour work (Prassl and Freedland, 2017; De Stefano, 2016b; Rani, 2017). Referring to platform-work as a part of the trend towards casualization of work rather than as a new wave of mass self-entrepreneurialism, therefore, seems to be accurate.

This casualization sheds the risk of slumps in the demand for work or services as well as of inability to work for personal reasons such as sickness to the worker, with salary or fees being paid only when work is actually executed (and often with significant instances of unpaid work, such as when unpaid tests are set on platforms to qualify for acceding certain tasks). This entails a strong commodification of labour, with workers engaged and paid on a "pay-as-you-go" basis, with no perspective of stability of work and income beyond the very moments in which businesses need their work and labour ideally turned into a commodity to be traded on markets as any other good, with no regard to the personal nature of labour.

It is the very same owners of the platforms who bring forward the idea of human labour as a good that can be traded on a "pay-as-you-go" basis (De Stefano, 2016a), with the CEO of crowdwork platform Crowdflower, observing that: "*before the Internet, it*

would be really difficult to find someone, sit them down for ten minutes and get them to work for you, and then fire them after those ten minutes. But with technology, you can actually find them, pay them the tiny amount of money, and then get rid of them when you don't need them anymore." The notion of platform work being considered as a form of commodity is also perfectly exemplified by the owner of Amazon and of crowdwork platform Amazon Mechanical Turk, praising platforms for giving access to "human-as-a-service" (Irani and Silberman, 2013; Prassl, forthcoming).

5. Labour is not a Technology – The new commodification of labour and the Declaration of Philadelphia, Today.

Needless to say, the idea of treating labour as a commodity is not new and obviously did neither originate from, nor is limited to, platform work. The conceptualisation of labour as an entity in itself, which could be detached from the person who works and exchanged in consideration of pay by means of a contract, dates back to Roman law (De Robertis, 1946) and also influenced legal constructions of exchanges of work with wages at times of industrialisation in both civil (Supiot, 1994; Ballestrero, 2010) and common law countries (Deakin and Wilkinson, 2005; Mummé, 2013).[6] It is impossible to give an account of this complex process here, but it can be argued that the history of labour protection in modern times is also the history of a de-commodification of labour and of the recognition that labour does not exist per se and cannot be severed from the person who works, a person whose human dignity needs to be protected beyond the mere exchange between work with wages to be paid only for the very moments in which the person is able to execute work (Supiot, 1994; Mengoni, 1965).

The need to protect the human dignity of persons who work is the underpinning idea of the principle that "labour is not a commodity" (O'Higgins, 1997), which is enshrined in the 1944 Declaration of Philadelphia and the 2008 ILO Declaration on Social Justice for a Fair Globalization. The notion that labour is not a commodity, but rather it is part of the human being that, therefore, needs to be protected and differentiated from other trades and goods is not only an abstract principle – it also has and must have practical implications.

In fact, the first statutory measure providing that "*the labour of a human being is not a commodity or article of commerce*" was the United States' Clayton Antitrust Act 1914. This provision had a very specific and practical purpose – by excluding that labour was a commodity the Act aimed at making immune labour unions and collective actions from competition law as suits and actions aimed at having unions being declared

[6] Of course, this occurred with marked differences among countries, see Biernacki, 1995.

combinations in restraint of trade were at the order of the day before the enactment of the Clayton Act (Schwochau, 2000).

Significantly, a valorisation of the principle that labour is not a commodity can nowadays first and foremost serve the very same purpose of its first formulation, namely by making collective efforts and organisations of self-employed workers, including dependent or bogus self-employed workers engaged in platform work, immune from antitrust laws. Platform workers have already shown in several instances their intention to organise and act collectively, either via traditional unions or through grassroots initiatives. In Italy, Germany, Austria, the United Kingdom, the United States as well as in India and some African countries, platform workers have joined unions and organised informal strikes (Aloisi, De Stefano, 2017). In Austria, Foodora riders even obtained the constitution of a works councils. These efforts risk to be curtailed by actions and lawsuits brought under competition laws. In the United States, for instance, business groups immediately challenged a 2015 ordinance of the city of Seattle allowing drivers for ride-hailing platforms to organise and bargain collectively (De Pillis, 2016).

This risks does not only regard platform workers; also in other cases, in Europe, collective bargaining agreements setting minimum compensation for freelancers such as orchestra players, models and journalists were challenged under competition law (De Stefano, 2016c; ILO 2016). In light of what has been discussed above concerning the scarce conditions of autonomy of many platform workers, particularly when they are not allowed to individually negotiate their compensation either with the platform or the clients, lifting the antitrust restriction on their ability to collectively negotiate should be seriously considered, in line with the spirit of the Declaration of Philadelphia and the principle that "labour is not a commodity". The same can be said of other self-employed workers, particularly those who are in a condition of dependency on one or very few principals, also in light of the growing recognition of collective labour rights as human rights under several international instruments and national constitutions, as it would not be reasonable to condition the existence and exercise of a human right on the basis of the employment status of a person (De Stefano, 2016c; Freedland and Countouris, 2017).

This is of course, only one, albeit essential, step in the direction of de-commodifying platform-work. Other measures, however, are necessary in this respect. As mentioned at the beginning of this note, the issue of labour in the platform economy, though silenced or overlooked for a significant period of time, has been receiving a growing attention in the last few years from researchers (e.g., to name but a few, Aloisi, 2016; Berg, 2016; Cherry, 2011; Dagnino, 2016, De Stefano, 2016a, Prassl and Risak, 2016, Davidov, 2017; Todolí-Signes, 2017), unions and labour advocates groups (see, for instance, the

Frankfurt Paper on Platform-Based Work, subscribed by several European and American workers' organisations)[7] as well as institutions, including the Internal Market Committee of the European Parliament, who recently called for a level playing field in platform work and for respect of workers' rights in the platform economy, including the right of self-employed workers to bargain collectively with regard to their compensation.[8]

In this respect, a 10-point *Manifesto* for making platform-work more decent was proposed (Aloisi, De Stefano, Silberman, 2017). The measures suggested are flexible and take into account the huge heterogeneity of platform work. We are conscious that not all of them could or should be applied to all platform work, given this heterogeneity; nonetheless we think they are a good basis for discussion of new forms of governance of platform work.

Among other things, the proposals in the Manifesto include the recognition of collective rights for platform workers, fair and transparent rating systems as well as the possibility for workers to own their ratings and working histories and to move them along when they change platforms. Furthermore, we call for the application of existing regulation, including, whenever possible, labour protection to platform workers, to avoid the risk that these workers are considered by default as falling in a normative vacuum with no access to labour rights. In this respect, we stress that – as argued above – some forms of platform-work strongly resemble traditional and new casual work arrangements and therefore strategies aimed at improving the conditions of casual workers should include platform workers. In particular, regulation aimed at stabilising and regularising a minimum amount of hours of work to be paid, taking into account the average of hours worked over a reference period, as it is the case for zero-hour workers in the Netherlands (De Stefano, 2016b), could be considered with regard to some platform worker. The same could be said for regulation banning exclusivity clauses for these types of work.

Measures to protect these workers are crucial as such work and other forms of casual work and dependent self-employment become more widespread. Their adoption would be a step forward towards a valorisation and restatement of the Declaration of Philadelphia the 21st century, and particularly of the principle that "labour is not a

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[7] Available at: https://media.arbeiterkammer.at/wien/PDF/studien/digitalerwandel/Frankfurt_Paper_on_Platform-Based_Work_-_EN.pdf (Accessed 31 May 2017)

[8] Motion for an European Parliament Resolution available at http://www.europarl.europa.eu/sides/getDoc.do?pubRef=-%2F%2FEP%2F%2FTEXT%2BREPORT%2BA8-2017-0195%2B0%2BDOC%2BXML%2BV0%2F%2FEN&language=RO (Accessed 31 May 2017)

commodity". This principle, as argued in this note, has by no means lost its ideal and practical validity nowadays – maybe, in light of this discussion, it could now also be added that: "*labour is not a technology*".

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