Preliminary remarks

The legal concept of employee was obviously born when the Internet did not exist and the advent of the digital era has changed industrial relationships dramatically. This has caused considerable legal uncertainty about which rules apply to cyberspace. The first signs came from telework. However, online workers are not the only ones affected. Technology is transforming business organizations in a way that makes employees – as subordinate workers – less necessary. The new organizational model has been called the “Uber”, “on-demand”, “sharing”, “peer-to-peer”, “1099”, “digital” or “gig” economy. The latter has appeared in order to highlight the increasing use of technological platforms connecting customers with providers of “just-in-time-type”, “short-term” services. Thus, these companies carry out their core businesses completely through workers classified as self-employed. These new organizational possibilities, opened up by technological change, might end a process, initiated some years ago, called “the escape from employment law”.

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3 A. Baylos Grau, *La “huida” del derecho del trabajo. tendencias y límites de la deslaborización. El trabajo ante el cambio de siglo: un tratamiento multidisciplinar: (aspectos laborales, fiscales, penales y procesales)*, Marcial Pons 2000, p. 44.
The article has been divided into seven parts. The aim of the first one is to provide characteristics of the companies running their businesses based upon the Internet platforms. The part entitled The impact of the new business model on labour relationships indicates two issues developed in further parts of the study, i.e. whether the traditional legal concept of employee is still valid to ensure the protection of a new way of working, and whether a different kind of protection would be more suitable for a new type of employee. In a penultimate part, the authors propose a special labour relationship which should be applied to those employees who deliver work offline though a specific online platform. The article ends with some concluding remarks.

New business models in the digital economy

The simple model involves entering by gig workers into formal agreements with on-demand companies in order to supply services to its clients requesting services through a computerised platform or smartphone application. The online portal provides an electronic system of payment, and charges a fee for each transaction. Business models can differ according to the approach of the company controlling the Internet platform: some work globally, other in local markets; some retain control of the price-setting and job selection, other leave it to gig workers. The digital economy has expanded in many sectors, inter alia driver services (e.g., Lyft, Uber, Sidecar), delivery services (e.g., Instacart, Postmates), business services (e.g., Freelancer, Upwork), medical care services (e.g., Heal, Pager), personal and household services (e.g., TaskRabbit, Handy), but even those allowing dog owners to connect with dogsitters through a technological platform (DogVacay). The sharing economy, where the market is focused on the goods shared and the services provided by the owner are a secondary issue, lies outside the scope of labour law. These are for example renting out houses (e.g. AirBnB), office space (e.g. ShareDesk), or holiday homes (e.g. Bookabach).

The described companies belong to a particular sector. A client who uses these platforms is looking for a particular activity which is related to the platform brand. These companies are not a bulletin board where you could find any type of activities but one where you can only find a specific and predefined activity. This characteristic is important because most of the time, the platform, within the specific type, wants to control how the work is done. As would be expected by a more traditional organization, the company wants to keep a high level of

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quality when it provides its services. Thus, the platform has to ensure that workers provide a good service to its clients. Nevertheless, organizations keep classifying its workers as independent contractors, or self-employed workers. High competition among workers in Internet platforms and non-application of employment law protection create a situation in which a client can obtain a service much cheaper than the one that could be provided by traditional organizations. The lack of a traditional employment relationship entails that, e.g. minimum wage, overtime compensation, unemployment compensation, family and medical leave, employer payroll taxes do not exist. As a consequence, technological platforms can contribute to the growing precariousness of work.

Acknowledging the characteristics described, we can conclude that the business model can be characterised by some specific features. Firstly, the fundamental component of a platform business model is participation. Platforms participate in the third party transactions they facilitate, considerably changing the terms under which suppliers and consumers deal, namely, they ensure information and the element of security when two strangers make a transaction.

Secondly, there is less labour dependency in the new business model. The new kind of work is configured with less subordination and more flexibility in doing the job. The companies do not need to manage and supervise work. Reputational feedback mechanisms allow suppliers and consumers to rate each other and then make those ratings public what can facilitate decision-making by future users. Moreover, platforms will deactivate workers who do not perform well enough.

Thirdly, the above-mentioned is connected with another important feature of platforms, i.e. the ability to overcome obstacles of confidence.

Fourthly, the platform business model is characterised by scale economics or the need for a critical mass. The business is based on accumulating a huge number of workers and users. Indeed, the fact that the platform has a large number of workers makes it unnecessary for the company to give specific instructions about schedules or working hours. The company expects clients to always be able to find an available worker thanks to the large number of them on the platform. This necessity for a critical mass can lead towards a monopoly or oligopoly situation.

Fifthly, generally we are dealing with a global business. Once a platform has been built, expansion of the platform is relatively easy and cheap. This will make the typical platform go global and it will deliver services all over the world.

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10 *Ibidem*, p. 20.
12 B. Rogers, *Employment as a Legal Concept*, “Legal Studies Research Papers Series” 2015, Temple Uni-
Moreover, global expansion will enable companies to exploit scale economies, thereby allowing a brand to obtain the trust of users around the world. This will make it easy for the organization to obtain the critical mass needed. For example, in six years, since 2009, Uber has developed into a global company valued at over $40 billion, which is more than American Airlines. It gains hundreds of thousands of new drivers every month.\textsuperscript{13}

The impact of the new business model on labour relationships

The appearance of this new way of doing business has given rise to two fundamental questions in the labour market. The first question deals with a legal issue. The thing is to analyse whether the traditional legal concept of employee is still valid to protect this new way of working. The second question deals with a policy matter. The question lies in considering whether there is any need to extend the scope of protection of labour law;\textsuperscript{14} thereby making a disconnection between subordinate work and protections. What also has to be considered is whether the protection required by new workers is the same (or different) to the traditional protection stated for subordinated work. In this sense, what might be needed is a new type of protection granted by labour law.

The scope of employment contract and new type of workers

Companies running their businesses in Uber economy claim that they recruit self-employed people, but is this classification correct? In the past, labour law has expanded the definition of employee depending on new ways of working.\textsuperscript{15} In this regard, it has been said that work – organized, determined, used and harnessed by a company – will lead to classification as an employee even if there is certain degree of autonomy of this employee.\textsuperscript{16} In the USA, where the first conflicts have arisen, the literature argues that these new type of companies are misclassifying their workers as self-employees. From a common law perspective the “dependency” test and the “right to control” test can provide some help when determining who should be considered an “employee”. The integration of workers in the employer’s organization will equivalently be considered as a directive

in the direction of a subordinate employee status. The economic dependency test is rooted in the need to offset the power of the employer when there is a lack of any sufficient counter-balance, and the fact that workers are dependent on the income from their labour to survive.\textsuperscript{17} Basically, “dependency” test means that when a worker is \textit{de facto} and consistently economically dependent upon a single client or business (alleged employer), he/she should be seen an employee. The economic aspects of the dependence between worker and employer play here a greater role than the formal and legal ones.\textsuperscript{18} When it comes to gig workers, it will be sufficient to quote S. Dale who argues that: “the recent growth of the »gig economy« reflects [...] the [...] mundane reality that »there are lots of people who are desperate for work«”.\textsuperscript{19}

As regards the control of gig workers, it has been argued that it still remains, but in other forms. Now, an online platform will delegate the monitoring function to clients through an evaluation system. In this sense, companies do not need to give specific instructions or control the way the work is done to ensure quality. Instead of doing that, companies allow clients to evaluate job performance and then they will use that information to take decisions about dismissals.\textsuperscript{20} In fact, even if companies only make suggestions (without giving instructions) about how to do the work, those workers who do not follow the so-called suggestions can easily be fired. Clients, who expect suggestions to be followed in their own interest, can give bad ratings for those workers who do not comply with the suggestions.\textsuperscript{21} App-based service providers exercise control which, in terms of its level and omnipresence, may be comparable with the control that other employers exert through the employment relationship.\textsuperscript{22} Going further, the level of monitoring of these new workers is greater than ever, since from the clients’ perspective work can be observable at all times\textsuperscript{23} and without cost.

Another part of the literature establishes that, even if we recognize that there has been a decrease in dependency, this would not mean that workers have become independent. A certain level of freedom in the way the work is done will not distort the dependency relationship, and even less so when this freedom is

\begin{itemize}
  \item \textsuperscript{21} A. Aloisi, \textit{Commoditized Workers. The Rising of On-Demand Work, a Case Study Research on a Set of Online Platforms and Apps}, “Social Science Research Network” 2015, p. 18.
  \item \textsuperscript{22} V. De Stefano, \textit{Introduction: Crowdsourcing, the Gig-Economy and the Law}, “Comparative Labor Law & Policy Journal” 2016, Vol. 37, No. 3, p. 4.
  \item \textsuperscript{23} R. Sprage, \textit{Worker (Mis) Classification in the Sharing Economy: Square Pegs Trying to fit in Round Holes}, “A.B.A. Journal of Labor & Employment Law” 2015, University of Wyoming, p. 18.
\end{itemize}
inherent to the work. Thus, the important thing will not be how much control an employer exercises, but how much control a company retains in order to exercise the right. The fact that online platforms allow workers to choose working hours and schedule (because technology makes it unnecessary to give instructions about that) will not make workers self-employed. The company could give new instructions and workers should obey. For this reason, the fact that organizations have decided not to exercise power as employers will not mean that they do not have it.

As it has been mentioned, another part of the doctrine claims that the fact that worker is integrated into the company and is subject to organizational rules and discipline indicates a subordinate employee status. This doctrine applied to the new business model leaves few doubts about the fact that the platform is the one ruling the organization and making the substantial calls about business, while the worker can either accept the rules or loose his/her job. We are not talking about coordination activities between a platform and a worker, but about a combination of rules imposed on workers by the company that owns the platform.

Guy Davidov has given other indicia determining employment status and helping to establish subordination or dependency. He has proposed a purposive approach, which is important in order to answer the question who needs the protection of labour laws and who does not. Some of the mentioned indicia have been taken from the Recommendation no. 198 (known as Employment Relationship Recommendation), concluded by the general conference of the ILO on 15 June 2006. The document itself is based on indicia existing in many different countries, not only in the common law system. According to the purposive approach advanced by the aforementioned author, in order to distinguish an employee from an independent contractor we should firstly ask if there is a personal relationship and the worker is supposed to perform work personally. In case of an on-demand economy, for instance, Uber vets candidates seeking work as drivers and they are requested to send their driver’s license. Sometimes, depending on the city, drivers can be examined about their geographical knowledge of the city and they may be interviewed by an Uber employee. It means that the criterion is met. Secondly, using the relevant indicia, we should answer the question if we are dealing with subordination and dependency. There are three groups of indicia allowing to find an answer:

1) indicia suggesting the existence of an employment relationship, and the lack thereof suggests otherwise: bureaucratic control, inability to choose when/

24 Ibidem, p. 15.
where to work, obligation to be available/not to refuse work, single/main employer, tools and materials provided by the employer, no chance of profit/risk of loss, no entrepreneurial control, job-specific investments;

2) if the engagement is not continuous and it is a one-time or rare engagement, this will be an argument against an employment relationship (it is obvious that e.g. Uber drivers are not hired on a one-time basis);

3) indicia that imply the existence of an employment relationship, but lack thereof does not suggest otherwise: direct day-to-day control, right to weekly rest, annual leave, etc., a non-competition clause. Thirdly, the need for exceptions or extensions to the meaning of “employee” in light of the objectives of the specific regulation under consideration, should be taken into consideration. Importantly, the final decision cannot be based on counting the number of indicia leading to each direction. The analysis bringing about justification of getting out of the free market zone and entering into regulated labour law zone must not be quantitative, but qualitative.\(^{28}\)

Conducting research on the Uber economy, we can argue that working in regular hours and in a specified workplace is not an indicator that can be justified purposively.\(^{29}\) Moreover, the lack of job-specific training (job-specific investments) and the fact that worker can work for other employer as well cannot be seen as indicators of being self-employed. On the contrary, referring to the criterion of obligation to be available/not to refuse work, it should be highlighted that “drivers’ manual” provided by Uber says that a driver’s acceptance of all jobs is expected. Uber will investigate – with the possibility of being deactivated – if too many rides are rejected. Similarly, being the one who owns the means of production (e.g. a car) will not mean that he/she does not need any protection. In fact, in the new business model described, the real means of production are technological ones. Technology investment in order to create an online platform is the costly part of the means of production and therefore, in comparison, the materials owned by a worker are insignificant.\(^{30}\) In the end, we have to bear in mind that the elasticity of the concept of employee has to allow it to adapt to the social reality of the time, which should be interpreted according to the rules of interpretation.\(^{31}\) The indicator of “no chance of profit/risk of loss” has been interpreted in connection with decisions lying within employer’s control.\(^{32}\) In fact, e.g. the price of the Uber service cannot be negotiated by the parties, but is established by the company. The driver can only accept or reject Uber’s conditions. He/she does not have the potential for higher profit as a result of business decisions. At the same time, he/she does not exercise entrepreneurial control over important


\(^{29}\) See also Ibidem, p. 129.

\(^{30}\) B. Rogers, Employment as a Legal Concept…., p. 15.


\(^{32}\) G. Davidov, A Purposive…., p. 131.
business decisions. Workers who work through an online platform only provide pure work or labour without any possibility of entrepreneurial development. It has been understood that an independent contractor provides experience, training, knowledge and skills that a company does not have and, therefore, it has to rely on an independent third party. However, these new companies provide all their services through self-employed workers, that is, people who do not provide any special value to the job apart from the work itself. Know-how, if it is necessary, is provided by the company and is transmitted to workers through “recommendations” or necessary instructions. In fact, the only real advantage of using a self-employed worker instead of an employee seems to be the saving in social protection. This will result in a less costly service, although this does not seem to be a valid use of the self-employed institution, according to the European Commission. On the contrary, a self-employed worker is one with fair development opportunities. Real self-employees should have an opportunity to get their own clients in order to develop their business. It would appear incoherent to classify as an independent entrepreneur someone who only offers his/her work and does not have any chance of obtaining the profits inherent in a company.

Apart from the above-mentioned, we should answer the question if the unbalanced bargaining power is helpful in order to distinguish employees from self-employed. Inequality of bargaining power in the employment relationship occurs when there are market failures determining the situation in which the employer has more ability than the employee to influence the terms of the contract. For some time, the literature has argued that labour law, on its protective side, should reach the economically weaker party. In that sense, an employment contract should be applied to workers with a socio-economic similarity with employees regardless of their subordination. However, of late, the legal concept of employment contract has shifted from a social dimension towards a legal construction which does not take into consideration any reference to an economic, social or political situation. In this context, part of the doctrine supports the idea that it

33 B. Rogers, Employment as a Legal Concept…, p. 5.
34 R. Sprage, Worker (Mis) Classification in the Sharing Economy…, p. 15 and 19.
37 R. Sprage, Worker (Mis) Classification in the Sharing Economy…, p. 10.
41 M. Rodríguez-Piñero, Contrato de trabajo y autonomía del trabajador…, p. 24. According to G. Davidov, the concept of unbalanced bargaining power seems to create some problems. It is affected by “inher-
should be a correlation between the social situation of workers (economic subordination) and the legal concept of employee (and his/her protection). Hence, it has been defended that an employment contract should be applied to any worker who has an objectively weak bargaining position regardless of the way he/she executes the work, albeit under dependency or with autonomy.

Looking beyond common law and the approach proposed by G. Davidov, it should be mentioned that in the long-awaited Communication on the “collaborative economy” the European Commission makes reference to the definition of “worker” in EU law. Taking into consideration cumulatively especially three indispensable criteria – the existence of a subordination link, the nature of work, and the presence of a remuneration – it is to be established whether an employment relationship exists or not. What is important, according to the Communication, it may also apply to platform workers. According to the EC Communication, many of the common arguments put forward by the platforms, such as that the work does not take place continuously, and that workers are not constantly monitored, are not sufficient to avoid qualification of platform work as a working relationship.

Problems with fitting the new type of workers into the legal concept of employee

So far, it seems that there are enough reasons to classify workers who do an offline job through a specific online platform as employees. In USA, several rulings, even in the Supreme Court, head towards this direction. In fact, in that country, the idea of applying employment protection to all workers with an unbalanced power position has been extended. Hence, with this purposive interpretation of the employment contract, courts are trying to protect all workers whose autonomy is diminished (because of the power imbalance) regardless of ent vagueness”, and cannot help in determining who should be considered an “employee”. It seems to be complicated to prove that someone accepted a job because the allocation of resources left him/her with no other choice. G. Davidov, The Reports..., p. 142.

42 A. Baylos Grau, La “huida”..., p. 48–49.
43 B. Rogers, Employment as a Legal Concept..., p. 14 and 25.
44 Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions. A European agenda for the collaborative economy, Brussels 2016, p. 12–13.
45 See also J. Drahokoupil, B. Fabo, The platform..., p. 5.
46 Supreme Court NLRB vs. Jones & Laughlin Steel CO 301. U.S 1, 33–34 (1937).
47 The literature argues that the only reason why the employee concept has not been applied is because of the novelty and misunderstanding of the digital world, M.A. Cherry, Working for (virtually) minimum wage: Applying the fair labor standards act in cyberspace, “Alabama Law Review” 2009, Vol. 5, no. 60, p. 1106.
whether subordination or dependency is found. Nevertheless, we think this doctrinal position in continental law countries could have two problems. On the one hand, a legal consequence of a judicial ruling which established this new type of workers as employees would be the requirement to apply all the labour rules to them. However, some of these rules are not designed to be suitable for this new business model. Courts, with this sort of decision, could not choose which rules would apply or which new solutions could be better. On the other hand, the solution through a court ruling would mean that, up until that moment, companies were misclassifying workers as self-employees. This would mean that companies would have to suffer sanctions and other legal responsibilities for breaking the law until that time. For both reasons, we think it would be better to find a solution out of court. In a matter of law policy there should be an open debate about which kind of protection this new type of employees would need.

**Different kind of protection required for a new type of employee**

Even if the employment contract can be interpreted in order to fit in the new type of workers, this does not mean that the protection needed by both the new and the old kind of workers is the same.

Rules protecting labour conditions do not adjust fully to the new business model. The flexibility of working hours is one of the main characteristics. Workers are allowed to choose when and for how long they wish to work, which seems far from traditional regulations concerning hours, schedule, compulsory rests and holidays. Fixed salary and minimum wage seem difficult to fit into a business model where a worker can also choose how long he/she is going to work.\(^49\) Moreover, regulations about work pools or a preferential right to work, in on-call jobs, seem to be incompatible with a business which lets clients choose a specific worker, as clients will select the worker they prefer based on the public evaluations. The application of collective bargaining also has its difficulties. Bargain units are hard to establish on an online platform where it is unlikely that the number of workers is known and they can work for different platforms at the same time.\(^50\) Moreover, in a business where workers do not know each other, mutual trust to agree on union representatives is doubtful.\(^51\)

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Lastly, a company has to pay for any expenses suffered by a worker under the current regulation. However, in a business with so much freedom (on how to do the job) this would seem unfair to the workers. Apart from that, this business model relies on underused items owned by the worker (computer, car, Internet connection, phone, camera, and so on) and so it seem unreasonable to ask for a reimbursement afterwards. However, there are some expenses which arise wholly from the work for which it might be fair to ask for reimbursement.

Special labour law for employees who work through an online platform

In Spain, Italy and some other legal systems there are different labour regulations for different professions. This is called “special labour law”. For example, we have special employee regulations for high-level managers, sportsman, salesman, artistic professions, domestic work and lawyers, among others. These special labour laws aim to adapt employment regulations to the specific necessities of a profession. Thus, by using this institution it should be simpler to include the Uber economy workers within the scope of the employment contract, provided that those regulations incompatible with this new business model are modified in order to adapt labour law to the new industry.

A special labour relationship should be applied to those employees who deliver work offline through a specific online platform, as we have described in this paper. In this specific work basic labour rights should be protected without impeding the normal development of the industry. More especially, the regulations should ensure fair representative procedures in order to allow self-regulation through collective agreements.

Such regulations should contain some of the following questions, although this is by no means an exhaustive list:

1) Autonomy. In order to reach some legal certainty, the law proposed would have as its scope those employees who perform their activities through an online platform with autonomy. This would mean that a platform could only establish the necessary instructions. That would leave freedom for workers to choose how to perform their tasks. In fact, under this scope of application, in the case that specific instructions given by the platform were found, this special labour norm would not be applicable and would require a traditional employment contract.

2) Freedom of schedules and working hours. The special regulations should include workers’ freedom to establish their own schedule and working hours, as this is the main feature of the new industry. Employers, however, should be allowed to set a maximum number of working hours per employee per
week. At the same time, the regulations should establish an overall maximum number of working hours regardless of whether they are working for the same platform or for others. The goal of this maximum would be to encourage work sharing, reduce unemployment and health and safety risks. Moreover, the new dimension of protection should also ensure the right to temporarily deactivate an account without a threat of worsening the worker’s rating or unfair termination or deactivation of his/her account by the platform.\textsuperscript{52}

3) Freedom to work on more than one platform. In order to promote freedom of entry into the market, the regulations should prevent exclusive agreements between one platform and a worker. Without this prohibition, it would be very easy for existing companies to monopolize all the workers in a sector, leaving no possibilities for new companies to enter into the market. If every employee can only be on one platform, this would have the effect of reducing competition and would reduce the chances of finding a worker available for consumers.

4) Employees’ liability for damages. Traditionally, employees do not have any responsibilities in this respect because they act as a proxy of their employer by following instructions. However, increased freedom in the way the work can be performed should be accompanied by greater responsibilities. This liability would include damages involving clients, but also damages to the online platform’s reputation.

5) Minimum wage. One of the most delicate questions is the right to a minimum wage. In a way of working where an employee can choose when he/she wants to work and for how long, the existence of a guaranteed minimum wage can be costly for a company. Nonetheless, a company should be able to pay a minimum wage for time spent working for a client. The controversy lies in waiting times. What happens when an employee is waiting for a client on an online platform? An equitable solution could be to consider that time period as being time in which a worker is available to the company but unproductive. For example, in Spain the labour law establishes that the employer always has to pay wages for this kind of unproductive time. However, the special regulation should qualify this obligation. We believe that the special regulation should compel companies to pay for this unproductive time, but this regulation should be dispositive for collective bargaining. Thus, a collective agreement could reduce payment of waiting times to below the minimum wage or even remove the right to wages if deemed appropriate.

6) Reimbursement of expenses. A special norm should allow companies to establish a series of requirements as regards the materials or tools owned by the employee in order to be part of the platform. In this sense, employees could be required to possess a phone, car, computer, etc., and these “under-utilized”

\textsuperscript{52} J. Drahokoupil, B. Fabo, \textit{The platform...}, p. 5.
assets should not be paid for by the company. However, consumable goods needed to perform the work should be reimbursed by company. Hence, there would be a separation between structural costs (that should be paid by the employee) and consumable costs (which should be paid by the company).

7) The purchase of social services. Gig workers should be allowed to purchase annual social services, e.g. an unemployment insurance, which are not related to a given platform.\(^{53}\)

8) Subsidiary labour law. In the end, in order to avoid loopholes, the special norm should refer to the employment contract regulations for everything not considered by the special rule.

Conclusions

This research analyses a new business model: a new type of companies which claim to be a database where supply and demand can be matched. The companies argue that they do not have any control over workers, and therefore classify them as self-employed workers. However, in this paper we defend otherwise. There is no doubt that, on this platforms, workers enjoy more flexibility in terms of working hours and schedule, and they even have more flexibility in the way they perform tasks. Nonetheless, the literature still considers them to be employees. That is because laws have to be interpreted in line with the social context of each moment. This makes it necessary to find different formulas to continue to understand that a worker who works for a living shall be protected by this discipline.

Nevertheless, we do not consider it appropriate to implement all employment contract regulations to the new business model. An employee who works offline for an online platform is subject to risks that are different to those of a traditional employee. They therefore need a tailor-made regulation. For this reason, in this paper, we propose the creation of a special employment contract which includes the particularities described above. This special regulation should be applied only to this kind of workers and should be adapted to the new industry specialities.

Public inaction would mean that new companies will be imposed on the market. The simple fact that they can act without the costs of the application of employment law will ensure they can provide services in a better position than competing companies that follow a traditional model.

Thus, the competitive advantages of the new business model are not born of a better organization and greater productivity, but simply because of the lack of application of employment standards.

In this sense, the objective pursued by the application of labour standards (a proposed special employment contract) for this new type of quasi-independ-
ent workers will not only protect those who work for a living, but will also prevent unfair competition and social dumping. Otherwise, the market will end up with all the companies trying to maintain the classical model, leaving only a few of those new companies in each sector to act as a monopoly.

The need for a platform-specific employment contract in the Uber economy

(Summary)

Companies based on technological platforms and running their businesses in an on-demand economy claim that they recruit self-employed persons. By distinguishing an employee from an independent contractor the authors of the article justify otherwise. New type of workers should be protected under labour law. The authors propose a special labour relationship which should be applied to those employees who deliver work offline though a specific online platform.

Keywords: on-demand economy, gig economy Uber economy, employment contract, self-employment, economic dependency, legal concept of employee

54 F. Pérez de los Cobos, *El trabajo subordinado como tipo contractual…*, p. 48.
55 M. Rodríguez-Piñero, *Contrato de trabajo y autonomía del trabajador…*, p. 27.