CAPITAL AND LABOUR IN TIMES OF "FLOATING SIGNIFIERS". THE (FALSE) DEBATE ON THE "NEW ECONOMY" IN THE UBER CASE

by Marialaura Birgillito

This article sets out to examine how recent transformation technologies have modified society and social patterns. The new approach, the "new economy" model, hinges upon a new paradigm of relationships between "users" in the digital economy, based on the independent contractor status. This article focuses on the working relationships in the Uber case and on the working conditions of its "riders", who are nevertheless workers.

Moreover, the analysis wants to go in depth into their legal qualification, their working conditions, and the level of control exerted by the platform. The aim is to verify whether "independent" relationships between "actors" are part of the "4.0 revolution" and of the opportunities it reportedly offers in terms of wealth, or whether they are rather a legal way to escape labour law standards and regulation. These arguments could lead to the conclusion that the practice implemented in the case examined is fraudulent. They could also entail that the approaches aimed at reshaping the traditional paradigms of labour in the new economy are not acceptable, at least in the Uber case, as this article attempts to demonstrate.

Il presente contributo si propone di esaminare in che modo le cosiddette "transformation technologies", emerse di recente, abbiano modificato gli assetti sociali. Il nuovo approccio di recente adozione, il modello della "new economy", fa leva su un nuovo paradigma di rapporti tra gli "utenti" della cosiddetta "digital economy", basato sullo status di collaboratore esterno. Il contributo si focalizza pertanto sui rapporti di lavoro che interessano Uber, nonché sulle condizioni di lavoro cui sono soggetti i *riders*, i quali sono pur sempre lavoratori.

Inoltre, l'analisi si propone di approfondire lo status giuridico, le condizioni di lavoro e il livello di controllo esercitato dalla piattaforma. Lo scopo è quello di verificare se i rapporti di lavoro "autonomo" tra "attori" differenti siano parte della "rivoluzione 4.0" e delle opportunità che questa offrirebbe in termini di ricchezza, o se essi rappresentino piuttosto un modo per eludere la normativa giuslavoristica senza incorrere in sanzioni. Sulla base di queste argomentazioni, si può concludere che il caso in analisi rappresenta una pratica fraudolenta e che gli approcci finalizzati a ripensare i paradigmi tradizionali del lavoro nella "new economy" non sono accettabili (almeno nel caso di Uber), come questo contributo cerca di dimostrare.

1. The "new economy" model and its "floating signifiers"

A new "fashion trend" is taking hold to describe social changes in modern times. It is named "on-demand", "sharing", "gig", "1099" economy (Aloisi, 2016; Prassl, Risak, 2016).

Marialaura Birgillito, University of Castilla – La Mancha.

The idea is that information technologies and the huge availability of Big Data have modified social patterns (Boaventura de Sousa Santos, 1998) in the last decade and have contributed to creating virtual spaces where web users exchange information, patents, files, bytes, material, and – above all – immaterial goods and services (Donini, 2015; Forlivesi, 2015; Tullini, 2015).

Even the European Union (EU) institutions have shown interest in the so-called "digital economy" and, in two different communications (on digital platforms[1] and on the new digitalised market[2]), they have encouraged the creation of a digital market[3] and investments in "smart work" (Tiraboschi, 2016) and in "new forms of job", including from independent contractors to atypical workers. The expectation is that investments in world-class data and digital innovation – estimated approximately at EUR 50 billion, including both public and private funds[4] – would allow people "to monetize from their empty house to their car" (WEF, 2016), generate benefits, and create new employment.

These predictions, supported by the new signifiers of the "4.0 revolution", have opened up debates about how to name and rule the new "specific makers' activities" (whose "new elements" are not quite clarified), by fragmenting reality and proposing a special regulation for each part.

Contrary to that acclaim, our approach is critical. Precisely, the multiple meanings that the "new economy" is capable to include (new markets, new relations of production, new "subjects"?) reinforce our scepticism towards its unquestioned reception. The doubt is that, instead of contributing to the description of (supposed) changes in social patterns, these descriptors – "gig, task, ride" or "providers, partners, turkers", "kangaroos or rabbits" – are "floating signifiers" (Laclau, 2004) used to conceal the true nature of what is going on: a traditional employment relationship. That is why a new specific regulation (for whom?) based on this new supposed reality (which one?) could be neither necessary nor useful.

At a first (extra-legal) level of the analysis, the question is actually not which regulation, but whether the so-called "new economy" is a branch of the economy based on technological innovation[5] (Sezneva, Chauvin, 2014), being exposed to the challenges of commodification of digital contents. If not, it would be just a linguistic tool used to hide fraudulent employment relationships, whose practice is common to other traditional sectors such as transportation and services.

At a second level, the paper will step into the legal debate by going in depth into the test case of Uber drivers, as reported by the decision of the Employment Tribunal of London[6], recently confirmed by the Employment Appeal Tribunal[7] (Trillo Párraga, 2017a).

[1] COM(2016) 180 final, Digitising European Industry – Reaping the full benefits of a Digital Single Market.

[2] COM(2016) 288 final, Online Platforms and the Digital Single Market – Opportunities and Challenges for Europe.

[3] The creation of a digital market is one of the 10 political priorities of the EU, according to the European Commission's webpage available at https://ec.europa.eu/digital-single-market/node/78515#Article. The European Commission's document on digital work dated 6 June 2016 is available at: https://ec.europa.eu/commission/priorities/digital-single-market_en.

[4] COM(2016) 356 final, A European agenda for the collaborative economy.

[5] Particularly the authors analyse how the recent strategies of commodification have responded to challenges posed by digital contents, such as digitised goods, plant patenting, and online gaming.

[6] Employment Tribunal of London, case No. 2202551/2015, *Mr Y. Aslam, Mr J. Farrar and Others v Uber B.V., Uber London and Uber Britannia*.

[7] Employment Appeal Tribunal of London, case No. UKEAT/0056/17/DA, *Uber B.V. and Others v Mr Y. Aslam and Others*.

2. A "new paradigm" of the relationships between "users" in the digital economy?

In the "new economy", actors are big companies – like Uber, Lyft, and Sidecar (transportation), Postmates (delivery), Handy, Taskrabbit, and Carr.com (home services), and Amazon Mechanical Turk, Crowdflower, Crowdsource, and Clickworker (crowdworking) – which are supported by investors from the global market (Instagram, WhatsApp, YouTube, Dropcam, Uber, Waze, and Siri) and do not work in the same way (Degryse, 2016).

The number of workers involved is above 20,000, mostly in informal jobs (Berg, 2016). The forms of work organisation can be essentially conceived in two ways: crowd work and on-demand work through apps (De Stefano, 2015; Valenduc, Vendramin, 2016). Nevertheless, they are far from being new.

Crowd work[8] (Howe, 2006) refers to that organisation of production that typically conceives work as a group of workers (named "crowd"). Through online platforms, requesters post tasks – which are chosen by workers – and then review, approve, or reject them, paying workers only if the work carried out is approved. It is commonly used to translate or post short texts on social networks, to transcribe audio files, create a logo, or develop software or websites.

On-demand work through apps is an updated version of traditional on-demand work: traditional working activities – such as transportation, cleaning, running errands, and clerical work – are channelled through apps managed by firms (Smorto, 2015; Dagnino, 2015). By using geolocalisation and the internet connection, platforms get in touch with those workers available to perform the service and assign them the task.

Uber is included in this second "group". However, a point must be clarified. Its business model – focused on reducing transaction costs with consumers, as well as the vertical fragmentation of the car rental sector linked to licensing systems (Rogers, 2015) – entails the carrying out of a service whose activity (car rental service) is not affected at all by technology.

This is relevant in order to clarify that this traditional activity (driving a cab) can be analysed from a legal point of view by using the traditional tools of labour law. There is no reason to invoke the lack of regulation.

3. Legal qualification of drivers. The test case of Uber

The analysis goes in depth into the legal qualification and the working conditions of drivers, as well as into the levels and tools of control exercised by the company.

In that regard, the first point to analyse is the role played by the platform containing the "flows of knowledge and information" exchanged by users. In particular, we need to verify whether platforms are just a "bridge" between clients and *providers*[9] (Todolí Signes, 2015), as Uber says, or if they are something else: one of the tools used to perform the service. This first matter has been ruled on by the Court of Justice of the European Justice (CJEU)[10]

[8] The term "crowd work" was created for the first time by Howe (2006).

[9] Amazon Mechanical Turk Terms and Conditions, point 4 e).

[10] CJEU, case C-434/15, *Asociación Profesional Elite Taxi v Uber Systems Spain, SL*. The question, referred to the CJEU by the Commercial Court (*Juzgado de lo Mercantil*) No. 3 of Barcelona, concerns the classification of Uber's activity in the light of EU law. The CJEU will determine whether these businesses should be considered merely tech-

in a case concerning the classification of Uber's activity in the light of EU law (Górriz López, 2015), and is connected to a second question: whether "providers"/workers are independent contractors or whether they are employees/workers instead.

The position of Uber is that the platform is a simple network to sell and deliver "food and packages, as well as people, all at the push of a button" (www.uber.com).

Contrary to this statement, according to the same Uber Terms and Conditions, drivers would enter into a binding agreement with a person whose identity they do not know (and will never know), would undertake a journey to a destination they have not been told until the journey starts and would not decide the route, and would be paid by a "third party", which at the same time sets the fee. As the Employment Tribunal of London states (p. 28), Uber's description as a "mosaic of 30,000 small business linked by a common platform is faintly ridiculous".

On this basis, the Employment Tribunal of London says it is wholly clear that there is no private contract in force between customers and drivers, who are the core business of the transportation company. Uber controls business strategies and is the only one that produces the service and places it on the market, gets benefits from it, and adopts strategic decisions. For instance, Uber reserves the right to change unilaterally its prices by publishing them on its website, and fixes the terms and conditions and its own criteria (geographical and catchment areas, time slots, and market prices connected to service demands)[11]. Briefly, as reported by the United States District Court for the Northern District of California, Uber "does not simply sell software, it sells rides"[12].

4. Working conditions and control by the platform

The analysis goes in depth into the working conditions of Uber drivers: legal qualification, working rights, and level of control by the platform.

Although Uber omits the existence of a working relationship with drivers, they do not feature any autonomous organisational pattern: Uber hires, instructs, manages, and controls workers.

Firstly, Uber interviews and recruits drivers, who are supposed to have had a driving licence for at least one year, have a standard vehicle with defined usage conditions, provide proof of insurance (and, in most cities, undergo a car inspection); furthermore, their geographical knowledge is tested (De Resende Chaves Júnior, 2016).

Secondly, throughout the working relationship, Uber exercises a deep control by using the platform and GPS technologies. To clarify, the company is not the platform, as it uses the platform to organise the performance of the service (Perulli, 2017).

On the one hand, all interactions between clients, drivers, and the platform have to be developed within it. By using GPS data, the company controls the localisation of vehicles (and its riders) and assigns rides to the drivers who are estimated to be the closest to the passenger. On the other hand, through online ratings, the company controls clients' level

nological intermediaries or transportation service providers; in the latter case, they would be subject to the national regulations on transport services of each EU Member State. According to Advocate General Maciej Szpunar's Opinion, Uber has to be considered as a transportation company.

[11] Uber Terms and Conditions, point 4.

[12] Two major cases of misclassification came before the United States District Court for the Northern District of California in 2015 and 2016. Disputes are also pending in other States of the United States and other jurisdictions, including a case before the CJEU.

of satisfaction and, at the same time, rewards drivers with higher marks by assigning better tasks, or punishes the worst ones by deactivating their accounts (Rodríguez Fernández, 2017).

Thirdly, Uber gives precise instructions about the time, place, and fulfilment of the service, the route, and drivers' reception of clients – "with a big smile and a handshake", or with a precise type and volume of music in the car – as well as other guidelines. For instance, "it's common courtesy not to shout, swear or slam the car door. And by tidying up after yourself – whether it's taking your trash home or cleaning up a spilled drink – you'll keep the car in good condition and ensure the next person has a pleasant ride, too"[13] (Ginés I Fabrellas, Gálvez Duran, 2016, p. 22; Todolí Signes, 2017).

Furthermore, only Uber establishes working conditions: evidence is provided by the definition of timetables and of workers' wage (Prassl, Risak, 2016). On the one hand, the company establishes a bonus system, forcing workers to be available for a minimum number of hours per day or week. On the other hand, it unilaterally establishes the wage, according to its own criteria, such as distance covered, time, location, and service demand, and through an algorithm (Rosenblat, Stark, 2015).

Lastly, as the statement of the London Employment Tribunal confirms, Uber has exclusive control over the organisation of the economic activity. It controls key information, in particular passengers' surname, contact details, and destination, and exercises disciplinary control over the "riders" in case of breach of contract (Trillo Párraga, 2017b).

Those practices reveal serious clues of misclassification and are common to other companies of the "new economy": both the ones performing services through on-demand work, and the ones using crowdworkers. The first ones use new technologies to be sure that workers arrive on time, are not connected to social networks, or do not make or take calls during working hours (Said, 2015); the second ones, such as Amazon Mechanical Turk, TaskRabbit, or Clickworker[14], also set forth how to upload the completed job to the platform and the right information to give[15].

5. Deactivation of the account, and contract termination

Uber, a test case in the new economy model, deactivates workers' accounts with no compensation, exercising its "power to dismiss" (Romagnoli, 2015).

As specified in its Terms and Conditions, the company manages workers' accounts and login, determining the assignment of tasks[16]. In that regard, deactivation has to be legally considered as a contract termination, and consequently as evidence of misclassification, although the company defends the "independent contractor" status.

Additionally, contract termination is mainly unfair due to the lack of formal and substantial requirements. In most cases, deactivation is not preceded by a written communication, except for, in a limited number of cases, an email or a text message, which do not ensure an acknowledgment of receipt, nor is it complemented with a written justification. According

[13] According to Lyft Terms and Conditions, available at: http://www.lyft.com/safety. Uber drivers in Barcelona received the same instructions, as reported by Ginés i Fabrellas, Gálvez Duran (2016).

[14] Clickworker Terms and Conditions, available at: http://www.clickworker.com/en/about-us/clickworker-crowd.

[15] Amazon Mechanical Turk Terms and Conditions, points 3 b) and d).

[16] Amazon Mechanical Turk Terms and Conditions, point 11, and TaskRabbit Terms and Conditions, part 8.

to workers' forums[17] (Silberman, Irani, 2016), it is neither proportionate nor sufficiently justified. The main reasons behind terminations would be: customers' dissatisfaction (on the basis of very strict criteria established by the company), the organisation of the service, or the worker's conduct. According to Uber, for instance, stopping the vehicle on the road, selecting or contacting clients, getting a rating of 4.6 out of 5, or receiving complaints from customers are considered sufficient reasons to deactivate the account.

The most problematic dispute is the arbitrary termination of contract on the basis of clients' negative feedbacks, which workers cannot control (Cherry, 2016): the risk of irrational justifications or discrimination cannot be excluded.

Those practices are in sharp contrast with international fundamental rights enshrined in International Labour Organization (ILO) documents – especially the Termination of Employment Convention, 1982 (no. 158), and the Termination of Employment Recommendation, 1982 (no. 166) – and reaffirmed in ILO's Decent Work Agenda and Declaration on Social Justice for a Fair Globalization of 2008, in particular as concerns the legal justification of contract termination, appropriate notice, and reasonable compensation[18]. In addition, should the platform be considered as a temporary work agency (Faioli, 2018), the Private Employment Agencies Convention, 1997 (no. 181) and the Private Employment Agencies Recommendation, 1997 (no. 188), recommend that States prohibit private employment agencies from operating in particular branches and from replacing workers who are on strike.

Nonetheless, the difficulties emerged in relation to guaranteeing labour standards are numerous.

There are two major problems.

On a first level, companies try to be exempted from external judicial control, by imposing arbitration clauses that limit class actions, and by resorting to extra-judicial conflict resolution. The recent settlement agreement signed between Uber and the Yucesoy and O'Connor Plaintiffs[19] is an example in this regard. In that case, all parties showed interest in settling the dispute prior to the final judgment: Uber did not want to run the risk of harsh jury verdicts, and plaintiffs were better off with a small but certain compensation rather than a chance of a large compensation (Rogers, 2015).

On a second level, even in case of a final judgment, companies could unilaterally revise the agreements in force with their drivers, as Uber did after the abovementioned settlement agreement.

Lastly, the major difficulty encountered in protecting workers is linked to labour protection systems based on the employment status. The main obstacle is actually that legal guarantees against unfair dismissal generally require the previous legal qualification of employee/worker status under the applicable legislation and according to the domestic

[17] Turkopticon is an online platform where Amazon Mechanical Turk workers share different types of information: production, working conditions, programmes used, etc. It is available at: http://turkopticon.ucsd.edu.

[18] Starting with the Termination of Employment Convention, 1982 (no. 158) and until the Global Jobs Pact of 2009, it proved difficult to reach consensus on a way forward for the termination of employment instruments. Nevertheless, the majority of Member States, regardless of whether they had ratified the convention, had included such principles in their national legislation. Difficulties include the exclusion from some or all provisions of the convention for certain categories of employees.

[19] United States District Court, Northern District of California, C 13-3826 EMC, *O'Connor v Uber Technologies, Inc. et al.* Shortly before the trial was scheduled to commence, the Yucesoy and O'Connor Plaintiffs entered into a settlement agreement with Uber on 21 April 2016. Under this agreement, Uber agreed to pay USD 84 million, plus an additional USD 16 million. The details are provided in the "Order denying plaintiff's motion for preliminary approval", approved by the same court on 18 August 2016.

legal system. Thus, as ILO underlines, workers' classification and legal and jurisdictional criteria have relevant implications for the labour market as a whole[20].

In this regard, the first point is to reclassify workers as employees according to labour law domestic legislation. ILO is paying particular attention to this matter, especially in the transportation sector, recommending that governments and social partners implement regulations to promote occupational safety and health in line with ILO's Decent Work Agenda, in cooperation with an ILO officer. In a recent resolution[21], it highlighted "the need for a level playing field which ensures that all transport network companies are covered by the same legal and regulatory framework […] in order to avoid […] informalisation" and "the importance of decisions taken by competent authorities or judiciary in relation to self-proclaimed 'ride-sharing' for-reward transport platforms, to be fully implemented and enforced".

The trivialisation of dismissal has severe consequences, as it encourages the removal of workers from the collective sphere, making the creation of a collective defence of their rights more difficult.

6. Collective relationships in a digital context

The company's shift to autonomous work is motivated by clear advantages: cutting labour costs (social security contributions, sickness, maternity, and statutory minimum wages) and, in this way, increasing benefits.

Besides these obvious reasons, there are other ones, which are less evident but worth being analysed.

Companies like Uber do not simply operate being unaware of the industrial relations/union environment, since their contractor strategy avoids employment regulation. They also implement ambiguous anti-union policies.

In that regard, the fraudulent (or barely licit) independent contractor strategy contributes to hindering unionisation and collective regulation. Indeed, drivers' isolation and the high competition to get better-paid rides hamper the involvement of a collective union that could control company's practices and working conditions in the workplace, report fraudulent conduct, and advocate for better working conditions by means of collective actions and strikes.

Insofar as company policies reduce the possibility to create collective ties, it gets benefits in terms of decisional power, flexibility, reduction of labour costs, lower salaries, and higher profits.

Examples of anti-union conduct in transportation networks can be found in at least in two cases: discriminatory dismissals and favouring company unions.

Firstly, as recently occurred in the digital sector of transportation, the account of some Foodora riders who took part in a riders' meeting to organise a collective action was immediately deactivated (Coccorese, 2016) by the company, with no formal justification.

Secondly, Uber has recently entered into a settlement agreement according to which it will continue to qualify its drivers as independent contractors (a major win for the company,

[20] As pointed out by ILO (2016), p. 101.

[21] The ILO Tripartite Sectorial Meeting on Safety and Health in the Road Transport Sector, held in Geneva on 12-16 October 2015, adopted the Resolution on transport network companies – "Transporting tomorrow" (TS-MRTS/2015/14).

since this allows Uber to avoid paying payroll taxes). As part of the settlement, Uber also agreed to help create a "drivers' association" in both California and Massachusetts. The settlement makes it clear that Uber will not consider the association as a labour union, nor will it grant the right or capacity to bargain collectively with Uber. But drivers will elect the leaders of the association, who can discuss drivers' concerns "in good faith" with Uber management. The settlement also establishes that "Uber will provide some funding to the Driver Association to pay for incidental expenses (phones, printing, meeting space) and to carry out its basic functions".

Complaints from The Teamsters, one of the major trade unions in transportation, make it clear that it recognises itself as the ideal partner for the drivers' association, and announced that it is going to form a nation-wide organisation for Uber drivers joining a company union (Jamieson, 2016).

Nonetheless, new real collective identities are arising[22] (Faioli, 2017; Engblom 2017; Trillo Párraga, 2016). The consolidation of Uber and other companies in the market is impelling drivers to obtain better standards through collective action. Protests and strikes organised by delivery-service workers (the riders of Deliveroo in London, of Foodora in Turin, and of Just Eat, Glovo, Sgnam, and Foodora in Bologna) provide an example in this regard. An association of Uber drivers, organised by using social networks[23], has already sprung up, calling attention to the long hours, low pay, and precariousness of work. In response to a work stoppage by the New York Association, for instance, the company withdrew from its plan to require drivers operating its upgraded UberBLACK service to accept the lower fares applied to its cheaper UberX service (Griswold, 2014).

Drivers who speak out or strike also take enormous risks, as demonstrated by the anti-union conduct of companies: the account of some Foodora riders has been deactivated because they had taken part in a riders' meeting (Coccorese, 2016). Once again, probably, history repeats itself: if web workers agree not to work, production stops – even in case it involves immaterial goods –, and therefore "there is no Foodora or Deliveroo business" (Ciccarelli, 2016).

7. The "new economy" match. Are workers riding the bench?

The myth of gig economy as a great chance has proven to be a fake.

Although not all platforms work in the same way, it is possible to say that, on the Uber platform, the relationships between actors are nothing but traditional relations of production based on the exploitation of its workers, who can be reclassified by using the paradigms of traditional labour law.

This said, the interest of this paper goes beyond the leading case described: in our view, it generally reveals that the new paradigmatic model of relations between users of the new economy is just the application of the old fraudulent technique of workers' misclassification, which is common to other traditional companies. It also proves that the "new-economy model" is merely an ideological "avant-garde" of movements and strategies that *per se* have nothing in common with information technologies.

[22] The International Transport Federation (ITF) also supported collective actions against Uber in Argentina, Denmark, New York, Brussels, and Canada, as reported by F. Trillo Párraga (2016).

[23] Uber Drivers Association (U.D.A.).

These observations lead to some consequences and to an open debate.

The main consequence is that these phenomena are not separated by the labour market, which has been regulated until now, so that they have to be considered as part of the labour market itself, in addition to workers' misclassification and their demand for social protection. It paves the way to a common standpoint of the different atypical contractual forms, as they are based on the same idea: reducing labour costs, shifting risks onto workers as to labour protection, and reducing wages, as recently pointed out by ILO in its report "Non-standard employment. Understanding challenges, shaping prospects" (De Stefano, 2017).

The debate can be read in these terms: instead of legal reasoning about the supposed new jobs and their specific regulation, the main question would be: what kind of protection should be guaranteed to workers as a whole, intended as salaried class? And how would social protection systems take on the redistribution of risks common to all workers (before, throughout, and after the working relationship) in a universalistic approach (Supiot, 2001)?[24]

Actually, the social security standpoint allows us to better understand the need to universalise public social protection against risks, independently from workers' legal qualification, and to go beyond the system of protection and guarantees based on the individual work contract. Accordingly, all the people of the salaried class, i.e. whose main income is linked to the direct or indirect salary (both self-employed workers and employees, whether standard or non-standard workers), face common risks (Loi, 2017), such as the duration of their employment, income, sickness, old age, health and safety, training, and access to the fundamental principles and rights at work (Birgillito, 2017), including the right to be represented in the workplace[25].

From that point of view, it is proposed that the contractual approach, based on workers' (physical or immaterial) activity, be overcome and that labour law social protection and its hermeneutical categories be assumed, from the perspective of labour, as a social relationship defined by some sociologists as the fundamental social structure of capitalist society and the most important social relationship on which capitalist relations are built (Postone, 1993; Jappe, 2013; García López *et al.*, 2005).

In this regard, the twist of perspective can probably contribute to avoiding the questioning of labour law, as well as "old" standard regulation, when a new (immaterial) job appears. It will also contribute to focusing the (extra-legal) debate on the hermeneutical categories of labour law and its cornerstone: labour, as opposed to capital.

References

ALOISI A. (2016), *Case study research on labour law issues arising from a set of "on-demand/gig economy platforms*, "Comparative Labour Law & Policy Journal", 37, pp. 620-53.

BERG J. (2016), *Income security in the on-demand economy: Findings and policy lessons from a survey of crowdworkers*, "Comparative Labour Law & Policy Journal", 37, pp. 506-43.

BIRGILLITO M. (2017), *El trabajo en la era de la gig-economy. Una aproximación desde una perspectiva internacional*, "TD", 29, pp. 75-87.

BOAVENTURA DE SOUSA SANTOS D. (1998), *De la mano de Alicia. Lo social y lo político en la postmodernidad*, Ed. Uniandes, Santafé de Bogotá.

[24] In this sense, it could be useful to reconsider the universalistic approach, as in the model proposed by Supiot (2001).

[25] As pointed out by ILO (2016), p. 41.

CHERRY M. (2016), *Beyond misclassification? The digital transformation of work*, "Comparative Labour Law & Policy Journal", 37, pp. 544-77.
CICCARELLI R. (2016), *Delivery workers strike in latest flare up of gig economy conflict*, "il manifesto", 12 October.
COCCORESE P. (2016), *Bloccare l'accesso all'app dei lavoratori di Foodora è la nuova frontiera del licenziamento*, "La Stampa", 10 October.
DAGNINO E. (2015), *Uber law: prospettive giuslavoristiche sulla sharing/ on-demand economy*, "Adapt Labour Studies", June.
DEGRYSE C. (2016), *Digitalistation of the economy and its impact on labour markets*, Working Paper ETUI, No. 2.
DE RESENDE CHAVES JÚNIOR J. E. (2016) *Caso Uber: regularização pode ser benéfica para os motoristas e para o Mercado*, "Justificando", 28 April.
DE STEFANO V. (2015), *The rise of the «just-in-time workforce»: On-demand work, crowdwork and labour protection in the "gig-economy"*, Conditions of Work and Employment Series OIT, No. 71.
ID. (2017), *Lavoro «su piattaforma» e lavoro non standard in prospettiva internazionale e comparata*, "RGL", 2, pp. 241-58.
DONINI A. (2015), *Il lavoro digitale su piattaforma*, "Labour & Law Issues", 1.
ENGBLOM S. (2017), *Una prospettiva sindacale su digitalizzazione e Gig economy*, "RGL", 2, pp. 357-66.
FAIOLI M. (2017), *Jobs "App", Gig economy e sindacato*, "RGL", 2, pp. 291-306.
ID. (2018), *Gig economy and market design. Why to regulate the market of Jobs carried out through digital platforms* (January 2, 2018), available at: https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3095403.
FORLIVESI M. (2015), *I Makers: il lavoro agli albori della terza rivoluzione industriale*, "Labour & Law Issues", 1.
GARCÍA LÓPEZ J., LAGO BLASCO J., MESEGUER GANCEDO P., RIESCO SANZ A. (eds.) (2005), *Lo que el trabajo esconde. Materiales para un replanteamiento del análisis sobre el trabajo*, Traficantes de sueño, Madrid.
GINÉS I FABRELLAS A., GÁLVEZ DURAN S. (2016), *Sharing economy vs. Uber economy y las fronteras del Derecho del Trabajo: la (des)protección de los trabajadores en el nuevo entorno digital*, "InDret: Revista para el Análisis del Derecho", 1.
GÓRRIZ LÓPEZ C. (2015), *Uber. Transportes de pasajeros y competencia desleal*, "Revista de Derecho terrestre, marítimo, aéreo y multimodal", 16, pp. 77-98.
GRISWOLD A. (2014), *Uber just caved on a big policy change after its drivers threatened to strike*, "Slate Moneybox" (Slate September 12).
HOWE J. (2006), *The rise of crowdsourcing*, "Wired Magazine", 14 June.
ILO (2016), *Non-standard employment around the world. Understanding challenges, shaping prospects*, available at: http://www.ilo.org/global/publications/books/WCMS_534326/lang--en/index.htm.
JAMIESON D. (2016), *Will Uber's new «Drivers Association» have any real power?*, "Huffington Post", 26 April.
JAPPE A. (2013), *Contro il dentro*, Mimesis, Milan.
LACLAU E. (2004), *Estructura, historia y lo político*, in J. Butler, E. Laclau, S. Žižek, *Contingencia, hegemonía, universalidad. Diálogos contemporáneos de la izquierda*, FCE, Buenos Aires.
LOI P. (2017), *Il lavoro nella Gig economy nella prospettiva del rischio*, "RGL", 2, pp. 259-80.
PERULLI A. (2017), *Lavoro e tecnica al tempo di Uber*, "RGL", 2, pp. 195-218
POSTONE M. (1993), *Time, labour, and social domination*, Cambridge University Press, Cambridge.
PRASSL J., RISAK M. (2016), *Uber, Taskrabbit and Co: Platforms as employers? Rethinking the legal analysis of crowdwork*, "Comparative Labour Law & Policy Journal", 37.
RODRÍGUEZ FERNÁNDEZ M. L. (2017), *Plataformas, microworkers y otros desafíos del trabajo en la era digital*, in L. Mora Cabello de Alba, M. L. Rodríguez Fernández (eds.), *El futuro del trabajo que queremos*, Albacete, Bomarzo, pp. 95-113.
ROGERS B. (2015), *The social costs of Uber*, "Temple University Legal Studies Research Paper", 28.
ROMAGNOLI U. (2015), *L'irresistibile ascesa della licenza di licenziare*, "LD", 2, pp. 227-38.
ROSENBLAT A., STARK L. (2015), *Uber's drivers: Information asymmetries and control in dynamic work*, Workshop organised by CEPS "Labour in the on-demand economy" (23-25.11.2015).
SAID C. (2015), *Honor lands 20 million for senior in-home care agency*, "San Francisco Chronicle", 2 April.
SEZNEVA O., CHAUVIN S. (2014), *Has capitalism gone virtual? Content, containment and the obsolescence of the commodity*, "Critical Historical Studies", pp. 125-50.
SILBERMAN M., IRANI L. (2016), *Operating an employer reputation system: Lessons from Turkopticon, 2008-2015*, "Comparative Labour Law & Policy Journal", 37.

SMORTO G. (2015), *I contratti della sharing economy*, "Il Foro Italiano", V, pp. 221-30.
SUPIOT A. (2001), *Beyond Employment. Changes in work and the future of labour law in Europe*, Oxford University Press, Oxford.
TIRABOSCHI M. (2016), *Una regolazione agile per il lavoro che cambia*, in E. Dagnino, M. Tiraboschi (a cura di), *Verso il futuro del lavoro. Analisi e spunti sul lavoro agile e lavoro autonomo*, Adapt Labour Studies e-Book series, No. 50, pp. 3-7.
TODOLÍ SIGNES A. (2015), *El impacto de la "Uber Economy" en las relaciones laborales: los efectos de las plataformas virtuales en el contrato de trabajo*, "IUSLabor", pp. 3 ss.
ID. (2017), *El trabajador en la «Uber economy»: ni dependiente ni autónomo, sino todo lo contrario*, "TD", 25, pp. 43-60.
TRILLO PÁRRAGA F. (2016), *Economía digitalizada y relaciones de trabajo*, "RDS", 76, pp. 59-82.
ID. (2017a), *Uber, ¿sociedad de la información o prestadora de servicios de transporte? Comentario a la sentencia del Tribunal de Justicia (Gran Sala), de 20 de diciembre de 2017*, "RDS", 80, pp. 127 ss.
ID. (2017b), *Trabajo decente y economía digitalizada*, in L. Mora Cabello de Alba, M. L. Rodríguez Fernández (eds.), *El futuro del trabajo que queremos*, Albacete, Bomarzo, pp. 71-93.
TULLINI P. (2015), *C'è lavoro sul web?*, "Labour & Law Issues", 1.
VALENDUC G., P. VENDRAMIN P. (2016), *Work on the digital economy: Sorting the old from the new*, ETUC Working Paper.
WEF (WORLD ECONOMIC FORUM) (2016), *The future of jobs. Employment, skills and workforce strategy for the fourth Industrial Revolution*, January, available at http://www3.weforum.org/docs/WEF_Future_of_Jobs.pdf.