

DISPATCH

## **The Decent Work in the Platform Economy Convention, 2026 (No. 193): what the negotiations revealed and a perspective from Uruguay**

*El Convenio sobre el trabajo decente en la economía de plataformas,  
2026 (núm. 193): lo que la negociación reveló y una mirada desde  
Uruguay*

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**Federico Rosenbaum Carli**

Universidad Católica del Uruguay

federico.rosenbaum@ucu.edu.uy

### **1. The lights and shadows of the ILO Convention on Decent Work in the Platform Economy**

The ideas gathered in this work constitute a first reflection, necessarily provisional, on an instrument that has just been adopted and whose interpretation is still in its beginnings. Therefore, the purpose is not to offer definitive answers but to contribute to a debate that, in both the academic sphere and in legislative policy, is only just beginning.

What did ILO Convention No. 193 establish, what was given up in the course of tripartite negotiation, and what do its contents imply for a legal order—Uruguay's—that already has specific regulation on the matter?

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The analysis of the fluctuations between the draft prepared by the ILO Office and the text finally approved reveals something more than differences in wording; it reveals the map of forces that operated on the negotiations and allows anticipating the tensions that the Convention's implementation will generate. The examination of compatibility with Law No. 20.396 is inscribed in that same logic, since the point is not to anticipate a ratification process that Uruguay has not yet initiated, but to identify, with the greatest possible precision, the points at which the internal legal order will need to be reconsidered if that process were to open.

The adoption of the Decent Work in the Platform Economy Convention, 2026 (No. 193) (hereinafter, C.193) at the 114th meeting of the International Labour Conference, on June 12, 2026, is an event of paramount importance for international labour law.

For the first time, the international community has a binding instrument specifically aimed at regulating working conditions in a sector that, for more than a decade, has challenged the traditional categories of labour law.

Recognizing the historical value of this fact is not, however, a sufficient reason not to subject it to critical analysis. The text finally approved differs from what the ILO Office had proposed, and the differences between them clearly illuminate the lines of tension in the tripartite negotiations.

## **2. The traces of tripartite compromise**

The draft elaborated by the ILO and incorporated into the 'Blue Report' of March 2026 was, in several aspects, an ambitious text. It contained articles in brackets—a common convention to signal controversial provisions—but the whole drew a reasonably clear protective floor. The approved version resolved these controversies almost invariably in the same direction, by adopting more flexible standards and greater deference to state and business discretion.

The most frequent mechanism was the reconversion of obligational language. The draft used direct formulas—'each Member shall ensure', 'each Member shall require'—which the final text softened by the systematic insertion of 'shall take appropriate measures to ensure that'. The change may appear technical, but in international labour law it has concrete practical consequences, since the broader the margin conferred

on the means, the more difficult it becomes the control of compliance by ILO supervisory bodies.

Even more revealing is the modification of the preamble. The recitals of a Convention are not merely ornamental, but criteria for interpretation. The final text incorporated two recitals that the draft did not contain. On one hand, it acknowledges the role of platforms and SMEs, as well as 'the need to foster an enabling environment for sustainable enterprises and the promotion of fair competition among enterprises'. On the other hand, it recognizes 'the differences among Member States with respect to the development of the platform economy, as well as the diversity of business models and work arrangements'. Both incorporations introduce into the interpretive structure of the Convention an explicit counterweight to protective obligations, which can be invoked to justify less demanding national standards.

The most important substantive alterations concentrate in four matters.

First, remuneration, since the draft required that dependent workers 'receive remuneration that is adequate'—a qualitative formula of sufficiency that went beyond the mere legal floor—; whereas the approved text deletes 'adequate' and limits itself to the threshold of the minimum wage.

More striking is the fate that befell the extension of remuneration guarantees to independent workers. The draft provided that each Member 'shall make extensible, to the extent possible and as appropriate' the remuneration guarantees to workers not bound by an employment relationship. Article 10.3 of C.193 says, in contrast, that each Member 'shall consider whether' such measures 'shall apply' to said workers—limiting, moreover, that consideration only to the floor of the minimum wage, with express exclusion of expense compensation—. The shift from 'shall make extensible' to 'shall consider whether' is one of the clearest setbacks of the final text.

However, there is no consensus on the real scope of Article 10.3. Some argue that the term 'shall consider whether' imposes a genuine obligation of conduct—a good faith evaluation that the Committee of Experts on the Application of Conventions and Recommendations (CEACR) can supervise—, which separates the provision from the

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terrain of mere programmatic declaration<sup>1</sup>. Others, for their part, qualify this clause as 'a clear step forward'<sup>2</sup>.

These readings are not implausible and merit attention. What none of them resolves, in any case, is the most recent dimension of the remuneration problem, such as individualized algorithmic wage setting. Some platforms use artificial intelligence systems that, based on data about each service provider's behavior and economic situation, determine the minimum rate that that worker will individually accept—a practice that, according to documented data in the United States, can reduce drivers' income by up to 17% in the first year of implementation—. Therefore, it is argued that Article 11 of C.193—which requires that the bases of remuneration calculation be 'easily understandable'—offers a normative basis to challenge that opacity<sup>3</sup>, although the Convention does not expressly name it.

Second, automated systems. The draft contained an article—in brackets, it is true—that directly prohibited platforms from using their algorithmic systems in a way that violated fundamental principles and rights at work. Article 14 of C.193 transforms that prohibition into a state obligation to 'ensure that automated systems are used responsibly', with reference to 'the obligations of Member States'. The shift of the obligated subject—from the platform to the State—and the substitution of 'shall not violate' with 'responsible use' dilute the normative efficacy of the provision.

Along the same line, the worker's right to obtain explanations about automated decisions, which in the draft covered 'decisions that affect their working conditions or access to work', was limited in the final text to 'significant decisions that adversely affect their work arrangements and access to work'. The double qualification—significant and adverse—reduces the universe of cases covered and requires the worker to prove, before activating the right, that the decision had both characteristics.

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<sup>1</sup> ILAW Network (2026). "A Purposive Interpretation of the Decent Work in the Platform Economy Convention (No. 193), 2026", <https://www.ilawnetwork.com/wp-content/uploads/2026/06/ILAW-Network-Purposive-Interpretation-of-ILO-C193-Final.pdf>.

<sup>2</sup> De Stefano, V. (2026). "Decent Work in the Platform Economy Convention, 2026: A Preliminary Analysis", International Symposium on New Perspectives on Worker Subordination. 4, Osgoode Hall Law School, [https://digitalcommons.osgoode.yorku.ca/worker\\_subordination/4](https://digitalcommons.osgoode.yorku.ca/worker_subordination/4).

<sup>3</sup> ILAW Network (2026). op. cit.

Third, suspension and cancellation of accounts. The draft prohibited this measure when founded on 'discriminatory grounds or other unjustified grounds'. Article 17 of C.193 says 'discriminatory grounds or other illegal grounds'. The change from 'unjustified' to 'illegal' is substantial, since unjustified encompasses any arbitrary decision or one lacking reasonable cause; whereas illegal only covers what is expressly prohibited by the legal order, leaving much greater margin for platforms to deactivate accounts without the worker being able to invoke convention protection.

An expansive reading of the term 'illegal' could recover part of that scope, as De Stefano proposes, who has argued that the concept encompasses any action contrary to the rule of law in a broad sense, including decision-making without reasonable cause<sup>4</sup>. That interpretation is possible, but does not flow directly from the text and will ultimately depend on supervisory bodies.

Finally, the choice of law rule. The draft established that employment conditions 'shall be governed by the legislation of the country where the work is performed'—*lex loci laboris* as an imperative rule—. Article 19 of C.193 establishes that they shall be governed 'preferably by' that legislation, 'taking into account contractual arrangements'. The adverb opens the door for platforms' imposed choice-of-law clauses in their contracts to continue operating, a common practice precisely in the least protected segment of the sector.

None of the above should lead to dismissing the Convention. Its provisions on the scope of application—coverage of all platform workers regardless of their employment classification—are far-reaching. The regime of information on automated systems maintains a solid obligation of pre-contractual transparency. Personal data protection incorporates rights of access, rectification, and deletion, which were absent from the draft. And the prohibition of discriminatory termination of the link, although narrower than in the initial draft, is universally enforceable. C.193 is a starting point; the problem is that many aspired for it to be something more.

### **3. Uruguay: compatibility and gaps in national regulation**

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<sup>4</sup> De Stefano, V. (2026). *op. cit.*

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Law No. 20.396, published in February 2025, and its regulatory decree No. 145/O25, of July of the same year, form a normative block that, in the regional context, is positioned among the most complete. If Uruguay ratified the Convention in the short term—a plausible hypothesis, given the country's active role in the ILO and its tradition of ratification—, what would the compatibility balance be?

### **3.1. Compatibilities**

On core aspects, Law 20.396 satisfies and, on several points, exceeds the requirements of C.193. Algorithmic transparency is the clearest example, given that Articles 4 to 7 of the law regulate with a level of detail that exceeds that of the Convention itself the obligation to inform about automated systems for monitoring and decision-making—including the main algorithm parameters and their relative importance in decision-making—, and the worker's right to obtain reasoned explanation about the decisions that affect them, with a 48-hour deadline for written response. Article 8, which enshrines the portability of data and the inviolability of digital reputation as the worker's own capital, likewise has no equivalent in C.193. Regarding collective bargaining, Article 19 of the law recognizes the right of autonomous workers to exercise freedom of association and to bargain collectively with the platform-owning company, a provision that not only satisfies Article 3 of the Convention but exceeds it in terms of concreteness.

On classification matters, the regulatory decree (Art. 2) establishes that determination of the link shall be made 'taking into account the facts relating to the execution of the work and the worker's remuneration', with express reference to the indicative factors established in the Recommendation on Employment Relationship, 2006 (No. 198) (hereinafter, R.198). It is a solution fully compatible with Article 9 of C.193.

It should also be noted that part of specialized doctrine has argued that the obligation to 'ensure' correct classification imposed by that article could require, in contexts of systematic misclassification, mechanisms that operate equivalently to a presumption

of employment status<sup>5</sup>. That reading is not foreclosed by the text; and in the Uruguayan case, it supports the desirability of incorporating an express presumption that Law 20.396 currently does not contain.

On the other hand, the fact that C.193 guarantees minimum rights to all platform workers regardless of their employment classification does not equate to validating any particular classification as correct.

In fact, Article 9 requires precisely the opposite: that the classification be correct and be based mainly on the facts relating to the execution of the work. The Convention does not establish an intermediate 'third category' nor does it foreclose the possibility that a worker formally classified as autonomous be reclassified as dependent if the facts so indicate.

Reading the instrument as endorsement of the current status of platform workers entails drawing a conclusion that the text does not authorize. In this sense, C.193 is fully harmonious with R.198, whose catalog of indicative factors for determining the existence of an employment link remains a first-order interpretive tool. Regulatory decree 145/025 recognizes this expressly by referring to such factors for determining the link in the context of digital platforms. That the Convention does not mention R.198 is not data that weakens its application, since the primacy-of-facts methodology that Article 9 of C.193 enshrines is exactly what R.198 develops, and both instruments operate on different but convergent levels of the international labour order.

The mechanisms of work accident coverage for autonomous workers (Art. 17, which amends Law No. 16.074) and the option for the simplified tax system with access to social security benefits (Art. 18) are consistent with Article 12 of the Convention.

### **3.2. Gaps and incompatibilities**

However, there are some gaps and incompatibilities that an eventual ratification would require addressing.

1) The first, and most relevant, is the scope of application. Law 20.396 covers exclusively platforms that facilitate the delivery of goods and paid urban passenger transport performed in national territory. C.193, in contrast, applies to all digital work

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<sup>5</sup> ILAW Network (2026). op. cit.; De Stefano, V. (2026). op. cit.

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platforms, also encompassing online work—digital microwork, virtual assistance, translation, content moderation, and a long etcetera—. If Uruguay ratifies the Convention without modifying the law, it would face the alternative of using the exclusion clause of Article 2.2 of C.193 for categories of online platform workers—with the obligation to justify in its reports before the Governing Body and commitment to progressive extension—, or of directly expanding the scope of application of the internal regulation. The second option would be the most coherent with Convention standards and with the reality of a labor market in which online work grows faster than localization platforms.

**2)** The second gap is the absence of a norm equivalent to Article 17 of C.193, which prohibits suspension or cancellation of accounts founded on discriminatory grounds or other illegal grounds. Law 20.396 does not contain a provision of that tenor specifically referring to digital platforms. The general anti-discrimination norms of the Uruguayan legal order are applicable, but their projection onto this particular phenomenon is not expressly provided for in the sector-specific law, which generates a vacuum that ratification of the Convention would require to fill.

**3)** There exists a third gap that, unlike the previous ones, does not derive from the formal requirements of the Convention but from the practical efficacy of the existing law. The accumulated experience since Law 20.396 came into force shows that platforms have not complied with several of the rights that the norm establishes. Algorithmic transparency—probably the most relevant advance of the normative block—has remained, in fact, a dead letter, given that the obligations to inform about algorithm parameters, to justify automated decisions, and to respond within deadline to workers' claims have been breached without effective consequences.

A floor of rights that is not applied is not a floor. This finding requires thinking not only about expanding the scope of application of the law, but also about equipping it with instruments that guarantee its material efficacy. In that sense, I understand that two reforms are a priority in that direction.

The first is the incorporation of a presumption of employment status for platform workers. If the starting point of the legal relationship is dependence and not autonomy, the evidentiary imbalance that currently favors platforms reverses, and the worker ceases to be the one who must prove what the facts already demonstrate.

The second is the express attribution to the General Labor and Social Security Inspectorate of powers to qualify the legal link and, when the R.198 indicative factors so justify, to proceed ex officio with enrollment in social security as dependent workers—as the Spanish Labor Inspectorate does—. Both reforms are compatible with C.193 and exceed its minimum standards in a direction permitted by the Convention itself. The deficit of protection of platform workers is not, ultimately, a problem of lack of norms, but of norms without teeth.

**4)** To the compatibility balance must be added a fourth gap related to Article 13 of the law, which establishes that the adoption of the conditions provided 'shall not constitute indicative factors of employment status or autonomy nor shall they affect per se the legal nature of the link'. The intention was to prevent the establishment of minimum rights from tilting the classification balance in any direction. But this solution appears to enter into tension with Article 9 of C.193, which requires classifying based 'mainly on the facts relating to the execution of the work', with an open list of elements. Law No. 20.396 itself obligates platforms to reveal their algorithms and to justify their automated decisions—information that can reveal the effective degree of control and subordination over the service provider—; but neutralizing it as a classification indicative factor amounts to imposing transparency without consequences. The ratification of C.193 would require repealing the solution of Article 13 of the law, so that the facts revealed by algorithmic transparency can be valued in the examination of the nature of the link.

**5)** A fifth observation concerns the articulation between Article 8 of the law and Article 16 of C.193, read in light of Law No. 18.331. Article 8 guarantees access to all data collected during the link and up to one year after its termination, enshrining digital reputation as 'private and portable capital' of the worker, but without recognizing the rights of rectification and deletion that Article 16 of C.193 imposes. For its part, the personal data protection law contemplates them, but the right of deletion is conditioned on error, falsity, or legal violation—it is not a general cancellation right—, which may prove insufficient when the worker challenges the methodology of a technically accurate algorithmic rating. Added to this is a specific tension regarding the access deadline. Article 14 of Law No. 18.331 enshrines a right of permanent access to personal data while they are retained by the data controller, without temporal limit;

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Article 8 of Law No. 20.396 could be interpreted as a restriction of that general right for platform workers, which would entail a regression with respect to general protection. But the inverse dilemma is equally revealing, since the purpose principle of Article 8 of Law No. 18.331 obligates deletion of data when they are no longer necessary for the purposes that motivated their collection, so if the platform deletes them upon cessation of the link—as that norm could require—, the 'portable' digital reputation disappears precisely when the worker needs it most to migrate to another platform. None of these tensions has a clear answer in the existing legal order; and ratification of C.193 would require resolving them.

#### **4. Final thoughts**

In summary, Uruguay could ratify C.193 through a normative adaptation that, although not radical, would not be purely formal either. Law 20.396 offers a solid base, since, in its main lines, it is compatible with the Convention and, in several aspects, exceeds it. But ratification would require at least three interventions.

The first and most urgent is to extend coverage to online work platforms, today excluded from the law; an omission that, irrespective of any convention obligation, constitutes a legislative policy imperative, because this segment concentrates the greatest regulatory vulnerability and the most accelerated growth.

The second is to review the provisions that present internal compatibility problems: 1) Article 13, whose neutralization clause may collide with the open methodology of classification that Article 9 of C.193 imposes; 2) and Article 8, which does not expressly recognize the rights of rectification and deletion of data that Article 16 of the Convention requires, and whose portability regime generates unresolved tensions with the purpose principle of Law No. 18.331.

The third—and perhaps most relevant from the point of view of real efficacy—consists of addressing the systematic non-compliance with existing obligations. Without a presumption of employment status and without express inspection powers to qualify the link, the gap between the law's text and workers' daily experience will continue to be the norm, not the exception.

### Electronic references

ILAW NETWORK (2026). "A Purposive Interpretation of the Decent Work in the Platform Economy Convention (No. 193), 2026". Disponible en: <https://www.ilawnetwork.com/wp-content/uploads/2026/06/ILAW-Network-Purposive-Interpretation-of-ILO-C193-Final.pdf>.

DE STEFANO, V. (2026). "Decent Work in the Platform Economy Convention, 2026: A Preliminary Analysis", International Symposium on New Perspectives on Worker Subordination. 4, Osgoode Hall Law School. Disponible en: [https://digitalcommons.osgoode.yorku.ca/worker\\_subordination/4](https://digitalcommons.osgoode.yorku.ca/worker_subordination/4).

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