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BEYOND THE EMPLOYMENT CONTRACT: PROTECTING PLATFORM WORKERS UNDER VIETNAMESE LABOUR LAW

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ABSTRACT

Digital labour platforms have transformed the organisation of passenger transport, delivery, household services, logistics and online freelance work in Vietnam. The model creates new income opportunities and operational flexibility, but it also relocates managerial power into software, data systems and standard-form digital contracts. Platforms commonly classify workers as independent partners, even where they determine prices, allocate tasks, monitor performance, impose rating-based sanctions and deactivate accounts. This article examines the extent to which current Vietnamese labour law can respond to that transformation. It argues that Article 13 of the Labour Code 2019 provides an important functional foundation because a contract with another name may still be treated as an employment contract where it concerns paid work carried out under the management and supervision of another party. Nevertheless, the practical application of that rule is difficult when control is exercised through algorithms, the relevant evidence is held by the platform, and several corporate entities participate in the service chain. The article analyses employment status, contractual transparency, remuneration, working time, occupational safety and health, social insurance, personal data, automated decision-making, account deactivation, collective representation and dispute resolution. It also considers the Employment Law 2025, the Social Insurance Law 2024, the Trade Union Law 2024, the Personal Data Protection Law 2025, the Artificial Intelligence Law 2025 and the ILO Decent Work in the Platform Economy Convention, 2026 (No. 193). The article proposes a rebuttable presumption of employment, clearer indicators of algorithmic control, portable social protection, transparent payment and rating systems, fair procedures for deactivation, stronger collective voice and digitally equipped labour inspection. It concludes that legal protection should follow the economic reality and allocation of power in the relationship rather than the label chosen by the platform..

Keyword: Platform work; Gig economy; Employment status; Algorithmic management; Labour rights; Social protection; Automated decision-making; Vietnamese labour law.

1. INTRODUCTION

Digital labour platforms have become an increasingly visible component of Vietnam's service economy. Ride-hailing applications connect passengers with drivers; delivery applications organise the movement of food, parcels and consumer goods; household-service platforms match customers with cleaners and repair workers; and online platforms distribute translation, design, programming, content moderation and other tasks. These arrangements reduce transaction costs and allow work to be organised at a scale that would be difficult through traditional recruitment. They can provide workers with rapid access to income and can enable enterprises to respond flexibly to changing consumer demand.

The same model, however, challenges the assumptions on which labour law has traditionally been built. The conventional employment relationship is often imagined as a worker entering a physical workplace, receiving instructions from a human manager and working according to a fixed schedule. Platform work may have no common workplace, no face-to-face supervisor and no guaranteed hours. Yet the absence of a visible manager does not necessarily mean the absence of control. The platform may design the rules of access to work, determine or strongly influence remuneration, rank workers, monitor their location, direct them through automated prompts and end the relationship by deactivating an account.

The central legal question is therefore whether a platform worker is an employee, an independent contractor, a commercial partner or a person occupying an intermediate position. Classification is not a merely technical exercise. It determines access to minimum-wage protection, working-time limits, paid leave, occupational safety duties, social insurance contributions, collective representation, protection against unlawful dismissal and labour-dispute procedures. A worker classified outside employment may be left to rely mainly on the Civil Code and the platform's standard-form contract, even though the worker has little capacity to negotiate its content.

Vietnamese labour law already contains a significant anti-avoidance rule. Article 13 of the Labour Code 2019 provides that an agreement with another name is still considered an employment contract if it concerns paid work, salary and the management and supervision of one party. This functional definition reflects the principle that legal classification should follow the substance of the relationship rather than its contractual label. It is potentially capable of reaching arrangements described as cooperation contracts, technology-service agreements or commercial partnerships when the factual elements of employment are present.

Nevertheless, a broad statutory definition does not automatically produce effective protection. Platform workers may not know which facts are legally relevant, may lack access to data showing how tasks and sanctions are generated, and may fear losing future work if they challenge their status. Courts and labour authorities may also face difficulty applying traditional indicators to dynamic pricing, ratings, incentives and automated deactivation. The problem is not simply that platform work is new; it is that the evidence of control is embedded in technical systems owned and operated by the party whose legal status is disputed.

The legal environment has also developed beyond the Labour Code. The Social Insurance Law 2024 took effect on 1 July 2025, the Trade Union Law 2024 took effect on the same date, and the Employment Law 2025 took effect on 1 January 2026. The Personal Data Protection Law 2025 and its implementing decree have been effective since 1 January 2026, while the Artificial Intelligence Law 2025 took effect on 1 March 2026. These instruments create adjacent rules on social protection, labour-market governance, collective organisation, data processing and automated systems. They do not resolve employment status by themselves, but they form part of the legal context in which platform work must now be assessed.

At the international level, the debate has entered a new stage. On 12 June 2026, the International Labour Conference adopted the Decent Work in the Platform Economy Convention, 2026 (No. 193), the first international labour Convention devoted specifically to platform work. The Convention does not become binding on Vietnam without ratification, but it supplies an important contemporary benchmark for national reform. It reinforces the need to address status determination, fundamental rights, algorithmic management, occupational safety, social security, termination, data and collective voice as connected aspects of a single regulatory problem.

This article uses doctrinal legal analysis combined with comparative and policy-oriented evaluation. It first clarifies the diversity of platform work and the relationship between flexibility and control. It then examines the classification test under Vietnamese law and analyses the substantive rights affected by classification. The article next considers recent international developments and identifies major weaknesses in the current framework. Finally, it proposes a reform programme designed to protect workers without preventing legitimate technological innovation or genuine independent work.

2. CONCEPTUAL FOUNDATIONS AND THE DIVERSITY OF PLATFORM WORK

Platform work refers broadly to paid work that is organised, allocated or substantially mediated through a digital labour platform. The platform normally performs several functions at once: it creates a market, verifies users, processes information, structures transactions, sets contractual conditions, manages payments and uses data to coordinate performance. The apparent simplicity of an application interface can therefore conceal a complex organisational system in which commercial, technological and managerial functions are integrated.

It is useful to distinguish location-based platform work from online web-based platform work. Location-based work is performed in a physical place and includes passenger transport, delivery, cleaning, care, repair and personal services. Online work is performed remotely and includes programming, design, translation, data annotation, content creation and microtasks. The distinction matters because location-based workers face traffic, weather, violence and equipment risks, whereas online workers face cross-border jurisdiction, isolation, surveillance, non-payment and excessive working-time risks. A single legal response may therefore require sector-specific adaptation.

Platform work is also heterogeneous in economic structure. Some workers use a platform occasionally to supplement stable income. Others depend on one platform as their primary livelihood. Some workers choose prices and build an independent customer base, while others must accept a price determined by the system and may not communicate with customers outside the application. Some invest heavily in vehicles or equipment, but that investment does not necessarily establish genuine entrepreneurship if the worker cannot control the core commercial terms of the service.

Flexibility is frequently presented as the defining benefit of platform work. Workers may choose when to log on, reject tasks or combine work across several applications. This flexibility is real for many workers and should not be dismissed. However, legal analysis must distinguish formal freedom from effective freedom. A worker may technically choose when to work but be economically compelled to remain online during peak periods, accept a high proportion of tasks, maintain a particular rating or complete incentive targets in order to earn a viable income.

Control in platform work is often indirect and probabilistic rather than expressed as a direct command. The system can influence conduct through price surges, bonuses, countdown timers, acceptance-rate thresholds, route recommendations, priority access to tasks and the threat of reduced visibility. These tools shape behaviour even if the platform does not formally require the worker to accept a particular task. The relevant question is whether the platform has structured the worker's choices so extensively that the worker operates within an organisation controlled by another party.

Algorithmic management is therefore central to the legal character of platform work. It involves the use of automated or semi-automated systems to recruit, verify, allocate work, calculate payment, evaluate performance, detect fraud, discipline workers and terminate access. The worker may never meet a human manager, but managerial authority remains present in the design of the system and in the platform's power to change its parameters. Labour law should not treat digitalised control as legally weaker than control exercised through supervisors and written workplace rules.

Economic dependence provides another perspective. A person may appear contractually independent but lack realistic bargaining power, alternative clients or the ability to influence price. Dependence is particularly strong where the worker derives most income from one platform, is prevented from building customer relationships, is subject to unilateral contractual changes and can lose access to accumulated ratings or benefits upon leaving. Economic dependence is not identical to legal subordination, but it helps explain why purely contractual regulation may be inadequate.

Platform companies are not all identical. Some genuinely provide neutral digital marketplaces in which independent businesses offer services to customers on terms substantially chosen by those businesses. Others organise a branded service, standardise performance, control key commercial conditions and retain disciplinary power. Regulation should avoid assuming that every platform is an employer, but it should equally avoid assuming that every platform is merely an intermediary. The legal task is to identify where organisational power and economic risk are actually located.

The concept of worker entrepreneurship should also be examined realistically. Ownership of a motorcycle, smartphone or laptop does not by itself make a worker an independent business. Traditional employees may use personal tools, and small capital investment may coexist with dependence. Genuine entrepreneurship is more convincingly shown by the ability to set prices, advertise independently, employ substitutes, negotiate terms, build goodwill, choose clients and retain the possibility of profit through business decisions rather than simply working longer hours.

These conceptual distinctions support a functional regulatory approach. Employment status should be determined through a cluster of indicators rather than a single fact such as freedom to log on or ownership of equipment. At the same time, certain baseline protections may be justified for all platform workers, including transparent payment, protection of personal data, safe system design and fair procedures for account suspension. A binary classification system should not become an excuse for leaving genuinely self-employed but economically vulnerable workers without minimum safeguards.

3. EMPLOYMENT STATUS UNDER VIETNAMESE LABOUR LAW

Article 13 of the Labour Code 2019 is the starting point for status determination. It defines an employment contract as an agreement between an employee and an employer concerning paid work, salary, working conditions and the rights and obligations of the parties. More importantly for platform work, an agreement with another name is still considered an employment contract if it contains paid work, salary and the management and supervision of one party. The provision is designed to prevent parties from avoiding mandatory labour standards through formal relabelling.

The first element is the performance of work. Platform workers personally perform transport, delivery, cleaning, design or other tasks that have economic value. The fact that the end customer pays through an application does not remove the work element. Nor does the platform's claim that it only supplies technology necessarily determine the analysis. If the platform organises the service, receives payment, deducts a commission and controls access to customers, the work may form part of its business model even where the immediate recipient is a customer.

The second element is remuneration. Platform payment systems may be described as service fees, revenue shares or customer payments rather than wages. Labour law should again examine substance. A worker receives remuneration for completed work, and the platform may calculate, collect, adjust and transfer that remuneration. Where the platform sets the basic price, determines commissions, defines bonus conditions and controls deductions, those facts support the view that it exercises functions traditionally associated with wage determination.

The third and most contested element is management and supervision. In a conventional workplace, this may involve schedules, work rules, attendance systems and disciplinary orders. On a platform, the same functions may be performed through technical architecture. Mandatory onboarding, identity verification, uniform service standards, customer-rating thresholds, location tracking, acceptance-rate monitoring, automated warnings and deactivation can collectively demonstrate managerial authority. The legal question is not whether the platform controls every minute, but whether it retains sufficient power to organise and sanction performance.

Freedom to choose working time is relevant but not decisive. Article 32 of the Labour Code recognises part-time employment, and Article 19 permits an employee to enter into employment contracts with more than one employer. Therefore, flexibility and multi-application work are not logically incompatible with employee status. A platform worker may be an employee during periods of accepted work or active availability even though the worker chooses when to enter those periods. The classification inquiry should not treat a flexible schedule as an automatic exclusion from labour protection.

The ability to reject tasks also requires contextual analysis. A worker may formally reject work but suffer reduced task allocation, loss of incentives or a lower rating. Refusal may therefore carry economic penalties equivalent to disciplinary pressure. Conversely, a worker who can reject tasks without consequence, negotiate prices and communicate freely with clients is more likely to be genuinely independent. The legal significance of rejection depends on the practical consequences created by the platform's system.

Personal performance is another relevant factor. Many platforms require the registered worker to perform tasks personally, prohibit account sharing and use facial recognition or other verification to prevent substitution. Such restrictions protect safety and consumer trust, but they also resemble the personal-service obligation found in employment. A genuine independent business is more likely to retain discretion to organise labour, employ assistants or substitute another qualified person, subject to reasonable quality requirements.

Control over the customer relationship is especially important. Platforms often prevent workers from building an independent client base by concealing contact details, prohibiting off-platform transactions and retaining ratings within the platform. The worker therefore provides labour but does not acquire goodwill or market access that can be carried elsewhere. This arrangement may indicate integration into the platform's enterprise rather than operation of a separate business.

The allocation of economic risk must also be assessed. Platform contracts often transfer vehicle costs, fuel, insurance, maintenance, data charges and idle time to workers. At first sight, this suggests self-employment. Yet a party can bear substantial costs while remaining subordinate if it lacks power to set prices or influence demand. Risk should be distinguished from control: the transfer of costs may reflect a business model designed to externalise risk rather than evidence that the worker runs an independent enterprise.

No single indicator should be conclusive. A useful Vietnamese test would examine: who sets or effectively controls remuneration; who determines the essential contractual terms; whether performance is personally required; whether the platform controls access to customers; whether ratings and data are used to discipline; whether the worker can build an independent business; who bears the risk of non-payment; whether the worker is integrated into a branded service; and whether account deactivation functions as termination. The overall relationship should then be evaluated according to economic reality.

Identifying the employer may be difficult where several entities participate. A global technology company may own the application and algorithm, a Vietnamese subsidiary may contract with workers, a payment company may transfer money, and fleet partners may recruit or supervise drivers. Formal documentation may allocate responsibilities among these entities, but labour protection requires attention to actual control. Where two or more entities jointly determine essential working conditions, legislation should allow shared or joint responsibility instead of forcing the worker to identify a single artificial employer.

The burden of proof is a major practical barrier. Platforms possess the data showing task allocation, pricing changes, acceptance rates, rating calculations, warnings and deactivation decisions. Workers normally see only selected outputs on the application. If the worker must prove every element of control without access to system data, Article 13 may be ineffective in practice. Evidentiary rules should therefore require platforms to disclose relevant records once the worker establishes a plausible case of paid work and platform control.

Contractual consent cannot solve the classification question. A worker may click to accept a term declaring that no employment relationship exists, but mandatory labour rights would lose meaning if the stronger party could exclude them through a standard-form clause. The legal status of the relationship is determined by law. The worker's acceptance of an independent-contractor label may be evidence of the parties' intention, but it cannot override factual management and supervision.

Vietnamese courts and labour authorities would benefit from authoritative guidance applying Article 13 to digital work. Such guidance could provide a non-exhaustive list of control indicators, examples of genuine marketplace intermediation, rules on evidentiary disclosure and criteria for joint responsibility. It should preserve case-by-case assessment while reducing uncertainty. Predictability would benefit workers and responsible platforms alike because businesses could design systems with a clearer understanding of when employment obligations arise.

4. CONTRACTUAL TRANSPARENCY AND INFORMATION DUTIES

Where a platform worker is an employee, Article 14 of the Labour Code permits the employment contract to be concluded through electronic data with the same value as a written contract. This rule is well suited to digital recruitment. However, the existence of an electronic agreement does not guarantee meaningful transparency. Platform contracts are often lengthy, incorporated through hyperlinks and capable of unilateral amendment. Workers may accept them quickly in order to access income without understanding how payment, ratings, data use and termination operate.

Labour-law information duties should be adapted to the platform environment. Before work begins, a worker should receive clear information on the identity of the contracting entity, the circumstances in which another entity may share employer responsibility, the method of calculating remuneration, commissions and deductions, expected expenses, insurance arrangements, data collection, rating criteria and grounds for deactivation. Key terms should be displayed in plain language and remain accessible after acceptance.

Unilateral modification is particularly problematic. Platforms may change commissions, bonus schemes, geographic zones, service standards or eligibility criteria through application notifications. For an employee, essential contractual terms cannot simply be rewritten without compliance with labour law. Even outside employment, abrupt changes can undermine legitimate expectations and create unfair dependence. A reasonable notice period and a clear explanation of material changes should therefore be required for all platform workers.

Transparency should extend to the role of customer terms. Workers are often affected by refund rules, customer complaints and promotional campaigns that they did not negotiate. A platform may compensate customers and deduct the amount from workers, or offer discounted services while shifting the cost to labour. Where customer-facing policies reduce worker remuneration or generate disciplinary consequences, workers should be informed in advance and given an opportunity to challenge errors.

The Employment Law 2025 modernises labour-market information, employment services and unemployment insurance from 1 January 2026. Although it does not create a complete platform-work regime, its emphasis on better labour-market governance supports the collection of reliable information about digital platform employment. Registration and reporting mechanisms can improve understanding of workforce size, income patterns and transitions between employment and self-employment. Such information is necessary for evidence-based regulation.

5. REMUNERATION, WORKING TIME AND INCOME SECURITY

Remuneration in platform work is commonly variable and difficult to verify. A driver or courier may receive a gross task price, from which the platform deducts commission, insurance, taxes, service charges or penalties. Bonus systems may depend on acceptance rates, customer ratings, hours logged on or completion of a target number of tasks. Dynamic pricing can change rapidly by time and location. Without transparent records, workers cannot determine whether they have been paid correctly or compare the economic value of different tasks.

If the relationship is employment, the Labour Code's wage rules apply. Wages must be paid directly, fully and on time, and wage levels must comply with applicable minimum-wage requirements. The platform cannot avoid those duties by describing remuneration as a share of customer revenue. The difficulty lies in identifying the unit of working time and separating gross business revenue from the worker's wage where the worker also supplies a vehicle or other equipment.

For location-based work, a fair payment model should distinguish labour remuneration from reimbursement of work-related expenses. Fuel, vehicle depreciation, maintenance, mobile data and compulsory equipment can consume a significant part of gross earnings. A task price that appears adequate may produce a very low net labour income after costs. Transparency rules should require platforms to provide workers with itemised statements and standardised information enabling calculation of net earnings.

Working time creates an even more difficult problem. Time spent carrying a passenger or completing a delivery is clearly productive. Time travelling to the pickup point is also directly connected to an accepted task. Waiting time is more contested. A worker may be logged on, located within a required zone and ready to accept work, but receive no task. The worker cannot always use that time freely, particularly where the platform requires rapid acceptance or penalises absence from high-demand areas.

Vietnamese labour law limits normal working time and regulates overtime for employees. Applying those rules requires a reliable method of recording platform work. A narrow approach counting only task execution would underestimate fatigue and permit platforms to externalise waiting time. A broad approach counting every minute logged on may overstate control where workers simultaneously use several platforms or remain online while pursuing personal activities. The solution should consider the degree to which the worker is constrained and available to a particular platform.

A practical framework could distinguish three periods: active task time; committed availability, during which the worker must remain ready and is materially restricted by the platform; and genuinely free online time. Active task time should always count as working time. Committed availability should count where the platform imposes response obligations, geographic restrictions or economic penalties for non-acceptance. Genuinely free online time may be excluded if the worker can use it without meaningful constraint.

Multi-apping complicates calculation but does not make regulation impossible. Platforms already collect detailed timestamp and location data. Workers could be allowed to declare simultaneous use, while regulators develop allocation rules preventing the same period from being counted repeatedly. The objective is not mathematical perfection; it is to prevent business models from depending on unlimited unpaid availability and unsafe hours.

Income volatility also affects social protection and access to credit. Workers bear demand fluctuations, seasonal changes, platform promotions and sudden commission adjustments. Minimum earnings guarantees may therefore be justified for periods of platform-controlled work. Such guarantees could be calculated per active hour or per task, with separate expense reimbursement. Sectoral collective bargaining may provide a more flexible method than a single national formula because transport, delivery and online freelancing have different cost structures.

Penalties and deductions require particular control. Automated systems may deduct compensation for alleged damage, late delivery, cancelled orders or customer complaints before the worker has an opportunity to respond. For employees, disciplinary and wage-deduction rules impose substantive and procedural limits. For all platform workers, at minimum, deductions should be itemised, evidence should be disclosed, and disputed amounts should not be finally retained until a review has occurred.

6. ALGORITHMIC MANAGEMENT, PERSONAL DATA AND AUTOMATED DECISIONS

Algorithmic management is the mechanism through which platform power is made operational. The system may decide which worker receives a task, what price is offered, whether the worker qualifies for a bonus, how performance is ranked and whether suspected fraud justifies suspension. These decisions can affect livelihood as directly as decisions made by a human manager. Labour law should therefore focus on the function and impact of the system rather than whether a human personally issued the instruction.

Transparency does not require disclosure of source code or legitimate trade secrets. It requires intelligible information about the main parameters that materially affect workers. A worker should know whether task allocation depends on distance, acceptance rate, rating, past cancellations, working hours or other factors. The worker should also be informed when automated monitoring is used to detect fraud, unsafe behaviour or account sharing, and should understand the consequences of an adverse score.

Ratings deserve special scrutiny because they combine customer opinion with disciplinary power. Customers may evaluate workers based on factors outside their control, including traffic, restaurant delays, application errors or discriminatory preferences. A low rating may reduce access to work or trigger deactivation. Platforms should therefore correct ratings affected by verified external circumstances, monitor discriminatory patterns and avoid basing serious sanctions on a single unexplained metric.

The Personal Data Protection Law 2025, effective from 1 January 2026, is directly relevant because platform systems process identity, location, financial, behavioural and performance data. The law creates a general framework for lawful and accountable processing, while Decree No. 356/2025/ND-CP provides implementation measures. However, general data protection does not fully answer labour-specific questions such as whether a performance score is fair, whether a worker can obtain the evidence behind a disciplinary decision, or whether consent is meaningful in a dependent work relationship.

The Artificial Intelligence Law 2025, effective from 1 March 2026, adds another regulatory layer to automated systems. Its importance for platform work lies in the recognition that AI systems can generate legal, economic and social risks requiring governance beyond ordinary contract law. Yet platform employment needs sector-specific safeguards. A general AI compliance assessment cannot replace rights to explanation, human review, collective consultation and protection against retaliation in the workplace.

Data access is essential to effective rights. Workers should be able to obtain their work history, earnings, deductions, ratings, complaints, warnings, location records relevant to a dispute and the principal reasons for automated decisions. Data portability can also reduce dependence by enabling workers to demonstrate experience and reputation when moving between platforms. Portability should be designed carefully to protect customer privacy and platform security, but it should not be rejected merely because the information is stored digitally.

Human review must be genuine. A platform should not satisfy procedural fairness by directing a worker to an automated appeal channel that repeats the original result. Serious decisions affecting income should be reviewable by a trained person with authority to examine the evidence and reverse the outcome. The worker should receive reasons, be allowed to submit relevant information and be informed of further dispute-resolution options.

Collective transparency is equally important. Individual workers cannot easily detect systemic discrimination, unsafe incentive design or unjustified deactivation patterns. Worker representatives and regulators should have access to aggregated information on earnings distributions, accident rates, complaints, rating outcomes and account suspensions. Such access can reveal whether a nominally neutral algorithm produces persistent adverse effects on particular groups or shifts excessive risk to workers.

7. ACCOUNT DEACTIVATION AND TERMINATION PROTECTION

Account deactivation is one of the most severe forms of platform power. It may be temporary, permanent or functionally indefinite. Because access to the application is the gateway to customers and accumulated ratings, deactivation can immediately remove a worker's livelihood. For an employee, permanent deactivation may amount to termination or disciplinary dismissal and should comply with the substantive grounds and procedures of the Labour Code.

Platforms have legitimate reasons to act quickly in cases involving violence, identity fraud, serious safety risks or unlawful conduct. Immediate temporary suspension may be necessary to protect customers and the public. Urgency, however, does not justify permanent exclusion without review. The worker should receive prompt notice of the allegations, the evidence that can lawfully be disclosed and an opportunity to respond within a defined period.

Less serious cases should follow a graduated process. Warnings, training, temporary limitations and corrective measures may be more proportionate than permanent deactivation. Automated detection systems can produce false positives, especially where GPS signals, facial recognition, customer reports or device data are imperfect. The possibility of error is particularly important when the platform is both investigator and decision-maker.

For workers classified as independent contractors, current civil-law remedies may be too slow or formal to prevent immediate hardship. Baseline procedural safeguards should therefore apply regardless of status: clear grounds, notice, reasons, access to evidence, human review and an independent appeal channel. These protections regulate the exercise of market power without automatically converting every relationship into employment.

Notice periods also require attention. A platform may withdraw from a market, change its business model or terminate categories of workers. Where workers have made substantial investments in reliance on continued access, abrupt termination can create serious losses. Employment law provides notice and compensation rules for employees; comparable reasonable-notice principles should be considered for dependent contractors and other platform workers who rely substantially on one platform.

8. OCCUPATIONAL SAFETY AND HEALTH

Platform work creates distinctive occupational risks. Drivers and couriers face road accidents, bad weather, air pollution, violence, theft and fatigue. Delivery deadlines and incentive targets may encourage speeding or discourage rest. Online workers face prolonged screen time, musculoskeletal strain, psychological stress, isolation and exposure to disturbing content. The platform's design choices can increase or reduce these risks even where the worker chooses the immediate method of performance.

The Law on Occupational Safety and Health 2015 applies not only to employees but also contains provisions relevant to workers without employment contracts. This broad personal scope is important, but the level of protection and enforcement differs according to status. Employees benefit from clearer employer duties, workplace risk management and compulsory occupational-accident and disease insurance. Self-employed workers often bear responsibility for training, equipment and insurance themselves, despite limited bargaining power.

Where a platform is an employer, its occupational safety duties should include risks generated by the algorithm. Risk assessment should examine delivery times, route design, incentive structures, night work, excessive consecutive hours, customer-verification practices and emergency support. A platform should not be able to claim that it has no workplace when its software continuously organises work in public spaces.

Even where workers are genuinely self-employed, the platform should bear duties proportionate to its control over risk. It can provide safety information, verify vehicle and equipment requirements, create emergency contact systems, permit penalty-free refusal of dangerous tasks and suspend performance during severe weather. It should also avoid incentive schemes that predictably encourage unsafe conduct. These obligations are justified because the platform designs the conditions under which the risk is taken.

Accident reporting is currently fragmented. Platforms may know that a task was interrupted, that a device stopped moving or that a worker sought emergency assistance, but the incident may never enter labour statistics. Major platforms should report standardised accident and fatality data, while protecting personal information. Reliable reporting would support prevention, insurance design and targeted inspection.

Insurance products offered through platforms can provide useful protection, but they should not substitute for legal responsibility. Coverage may be limited to active task time, exclude waiting periods or provide low benefits. Workers need clear information about the insured risks, exclusions and claim procedures. Where the relationship is employment, private insurance cannot replace statutory occupational-accident obligations.

9. SOCIAL INSURANCE AND PORTABLE PROTECTION

Social insurance is one of the areas most strongly affected by classification. Employees within the statutory scope benefit from compulsory contributions shared with employers and from related protection against sickness, maternity, occupational accidents, unemployment and old age according to applicable legislation. A platform worker treated as self-employed may instead rely on voluntary social insurance and personal savings, even where the worker has a long-term and economically dependent relationship with the platform.

The Social Insurance Law 2024, effective from 1 July 2025, has broadened and modernised Vietnam's social-insurance framework. It nevertheless retains a significant distinction between persons within compulsory coverage and those who participate voluntarily. Platform workers outside recognised employment remain vulnerable to interrupted contribution histories, low declared contribution bases and non-participation. The problem is intensified by irregular income and work across several platforms.

Portable protection offers a possible solution. Contributions could be linked to the worker rather than to a single platform and calculated as a percentage of payments processed through each platform. If a worker uses several applications, each would transfer a proportionate contribution to the same account. The system could aggregate small and intermittent earnings while avoiding repeated registration and preserving continuity when workers change platforms.

Portability should not weaken employer obligations. Where a platform is legally an employer, it should make the full employer contribution required by law. A separate platform-contribution mechanism is most relevant to workers who are genuinely independent or whose status remains outside employment. The distinction must be maintained to prevent a portable system from becoming a cheaper substitute for ordinary compulsory social insurance.

Unemployment protection presents particular challenges because platform income may decline gradually rather than end through a clear dismissal. A worker may remain registered but receive very few tasks, or may be blocked from one platform while working on another. The Employment Law 2025 offers an opportunity to consider more flexible definitions of unemployment and partial income loss. Any future scheme would need accurate platform earnings data and rules preventing both exclusion and duplicate benefits.

The State may also use incentives to increase participation. Simplified digital enrolment, automatic deductions, matching contributions for low-income workers and integrated tax-social insurance accounts could reduce administrative barriers. Platforms already process payments and verify identity, so they are technically capable of facilitating contribution collection. The main question is how responsibility and cost should be allocated fairly.

10. COLLECTIVE REPRESENTATION AND COLLECTIVE BARGAINING

Individual bargaining is structurally weak in platform work. Contracts are standardised, prices are set centrally and workers are dispersed. A worker who objects to a commission change or unsafe incentive may have only two practical choices: accept the change or stop working. Collective representation is therefore not an optional supplement; it is a mechanism for correcting the imbalance created by concentrated platform power.

Employees have rights of representation under the Labour Code and trade union legislation. The Trade Union Law 2024, effective from 1 July 2025, provides the current statutory framework for trade unions. The difficulty is that workers classified as non-employees may not have the same access to labour-law collective mechanisms, while competition-law concerns may arise when independent contractors coordinate prices. A modern framework should clarify that collective bargaining by economically dependent platform workers is a form of labour protection rather than prohibited market collusion.

Platform organisation requires new methods. Workers may have no common workplace and may move between cities or applications. Digital communication channels, secure worker forums, access to contact mechanisms and protection against algorithmic retaliation are necessary for effective organisation. Platforms should not use data analytics to identify and disadvantage workers because they participate in collective activities.

Collective bargaining can address issues that are difficult to regulate uniformly by statute, including task prices, expense allowances, waiting-time compensation, weather-related suspension, insurance, rating review and notice of algorithmic changes. Sectoral or multi-employer bargaining may be more effective than platform-by-platform negotiations where the market is concentrated and workers frequently move between applications.

Worker representatives also need consultation rights concerning major technological changes. When a platform changes the algorithm affecting task allocation, introduces new biometric verification or modifies deactivation rules, the consequences can be comparable to changes in workplace rules. Consultation does not require the platform to disclose source code, but it should provide enough information for representatives to assess the impact and propose safeguards.

11. DISPUTE RESOLUTION, INSPECTION AND ACCESS TO JUSTICE

Platform disputes may concern employment status, unpaid remuneration, deductions, discrimination, accidents, data access, ratings or deactivation. The legal route depends heavily on classification. If the relationship is employment, the Labour Code's labour-dispute mechanisms apply, including mediation, labour arbitration in applicable cases and court proceedings. If it is a civil or commercial relationship, the worker may have to rely on ordinary contractual remedies or arbitration clauses imposed by the platform.

Status disputes create a procedural paradox. A worker must first establish that a labour relationship exists before gaining full access to labour-law remedies, but the platform may hold the evidence needed to prove that relationship. Courts should therefore be able to order early disclosure of digital records. A preliminary status procedure could reduce delay and prevent the entire claim from being defeated by formal contractual language.

The low value of many individual claims is another barrier. A deduction or unpaid bonus may be economically significant to the worker but too small to justify lengthy litigation. A specialised online dispute-resolution system could handle payment calculations, rating corrections and temporary deactivation quickly. It should be independent, free or inexpensive, capable of ordering interim restoration of account access and integrated with formal judicial review.

Collective or representative claims are also necessary. If thousands of workers are affected by the same pricing error or contract term, requiring separate cases is inefficient and may produce inconsistent results. Trade unions, worker representative organisations or authorised public bodies should be able to bring claims concerning common legal issues. Aggregated procedures also reduce the risk of retaliation against individual claimants.

Labour inspection must adapt from a workplace-centred model to digital systems. Inspectors need authority and technical capacity to request platform contracts, algorithmic documentation, payment data, working-time records, accident information and deactivation statistics. They should be able to conduct system audits and cooperate with data-protection, competition, transport and tax authorities. A platform should not escape inspection merely because management decisions are made through software or by an entity outside the locality where work occurs.

Cross-border online platforms raise jurisdictional questions. The worker may live in Vietnam, the client may be abroad, the platform may be incorporated in another country and payment may pass through a third jurisdiction. Vietnamese law should identify when local mandatory labour protections apply and require major foreign platforms serving Vietnamese workers to designate a responsible representative. Effective enforcement may also require international cooperation and recognition of digital evidence.

12. INTERNATIONAL STANDARDS AND COMPARATIVE LESSONS

The ILO Decent Work in the Platform Economy Convention, 2026 (No. 193) is the most important recent international development. Adopted on 12 June 2026, it is the first Convention specifically addressing digital labour platforms. It reflects the conclusion that existing general labour standards remain relevant but require platform-specific implementation. The Convention provides a global reference point for employment status, fundamental principles and rights at work, occupational safety, social protection, fair termination, algorithmic management and effective enforcement.

For Vietnam, the Convention is not automatically binding unless ratified. Nevertheless, it is immediately useful as a reform benchmark. Ratification should be considered through a structured gap analysis comparing the Convention with the Labour Code, social-insurance legislation, occupational-safety law, data-protection rules and the practical capacity of inspection and dispute-resolution institutions. Even before ratification, compatible reforms can be introduced as part of national labour-market modernisation.

The European Union's Directive (EU) 2024/2831 provides another important comparative model. It seeks to improve status determination through a legal presumption when facts indicating direction and control are present, while also regulating algorithmic management. The Directive does not offer a formula that Vietnam should copy mechanically. European institutional structures differ, but the combination of a rebuttable presumption, transparency and human review illustrates how classification and technology governance can be addressed together.

Comparative experience also warns against relying exclusively on litigation. Court decisions can correct misclassification, but they usually arise after years of uncertainty and may apply only to particular business models. Legislation, collective bargaining and administrative guidance are needed to establish sector-wide expectations. Otherwise, compliant firms may face higher costs than competitors that continue to externalise labour risks until challenged.

Another comparative lesson is that an intermediate legal category must be designed cautiously. Some systems recognise dependent contractors who receive selected rights without full employee status. This can protect genuinely self-employed workers who depend economically on one client. It can also create a lower-protection category into which employers reclassify workers who should be employees. Any Vietnamese intermediate category should therefore supplement, not replace, the functional employment test in Article 13.

International developments increasingly connect labour rights with data and AI governance. This is appropriate because platform control is exercised through information. Yet labour law retains a distinct role. Data-protection law focuses on lawful processing and individual information rights; AI law addresses system risk; labour law addresses inequality of bargaining power, income security, collective voice and protection against dismissal. Effective regulation requires coordination without allowing one field to substitute for another.

13. MAJOR DEFICIENCIES IN THE CURRENT VIETNAMESE FRAMEWORK

The first deficiency is the absence of platform-specific guidance on Article 13. The statutory language is broad enough to address disguised employment, but decision-makers lack a structured list of indicators suited to algorithmic management. As a result, similar relationships may be classified differently, and platforms cannot predict with confidence which design choices create employer obligations.

The second deficiency is evidentiary asymmetry. Workers can describe what they experience but cannot see the system rules that generate tasks, prices and sanctions. There is no clear labour-law mechanism requiring early disclosure of algorithmic records in status disputes. Without such disclosure, the functional test risks becoming formal in practice because the worker cannot prove the facts hidden inside the application.

Third, the identity of the responsible employer may be fragmented across corporate entities. Technology ownership, local operations, payments and fleet management can be separated contractually even though they jointly shape working conditions. Current law is not sufficiently explicit on joint responsibility in platform ecosystems. This fragmentation can leave workers pursuing an entity that lacks the power or assets to provide an effective remedy.

Fourth, working-time and wage rules are not adapted to task-based digital work. The law does not clearly classify waiting time, travel to pickup points, simultaneous use of platforms or time spent complying with verification and complaint procedures. Minimum-wage enforcement is difficult when gross task revenue includes equipment and operating expenses.

Fifth, algorithmic decisions lack labour-specific procedural safeguards. General data and AI legislation is important, but it does not by itself establish how a worker should challenge an unfair rating, obtain reinstatement after deactivation or participate collectively in the design of a performance system. The consequences of automated management are therefore insufficiently integrated into labour law.

Sixth, occupational safety responsibilities remain unclear where the platform disclaims employment. The platform may design deadlines and incentives that increase risk while placing the full burden of training, equipment and insurance on workers. Existing protection for workers without labour contracts is not matched by a strong platform-specific enforcement mechanism.

Seventh, social protection is poorly aligned with intermittent multi-platform income. Voluntary participation depends heavily on individual initiative and may be unaffordable during low-income periods. There is no comprehensive mechanism requiring non-employer platforms to contribute proportionately to portable protection for the workforce from which they derive revenue.

Eighth, collective voice remains underdeveloped. Workers are dispersed, classification is uncertain and platform communication systems are controlled by the company. There is no clear sectoral bargaining framework for platform work, and economically dependent self-employed workers may face uncertainty about their collective rights.

Ninth, dispute-resolution mechanisms are too slow and costly for recurring low-value claims. A worker who loses a small payment or receives a temporary suspension may have no realistic remedy before the economic harm has occurred.

Interim relief and online procedures are not sufficiently developed.

Finally, public data remain limited. The ILO-supported pilot measurement of digital platform employment in Vietnam is an important step, but regular official statistics are still needed on workforce size, earnings, hours, accidents, gender, age, migration status and dependency on platform income. Regulation without reliable data may either fail to protect vulnerable workers or impose poorly targeted burdens on genuine independent businesses.

14. REFORM DIRECTIONS FOR VIETNAM

Vietnam should first develop a statutory or authoritative rebuttable presumption of employment. The presumption could arise when several indicators are present, such as platform control over remuneration, mandatory personal performance, restrictions on customer relationships, algorithmic monitoring, rating-based sanctions, significant limits on task rejection and unilateral deactivation. The platform would remain able to prove genuine independence by showing real entrepreneurial autonomy.

The presumption should not depend on the platform controlling a fixed schedule. Flexibility is one feature of the model and can coexist with employment. The focus should be on whether the platform determines essential commercial conditions and retains disciplinary power. This approach would preserve flexible work while preventing flexibility from being used as a universal defence to labour obligations.

Second, legislation should expressly recognise algorithmic management as a form of management and supervision. Platforms should be required to disclose the main parameters affecting task allocation, remuneration, ratings and deactivation. Serious decisions should be explainable and subject to meaningful human review. Worker representatives should be consulted before major changes with substantial effects on income or safety.

Third, Vietnam should introduce procedural protection for account deactivation. Except in urgent safety or fraud cases, workers should receive prior notice, specific reasons and an opportunity to respond. Urgent suspension should be temporary and followed by rapid review. Independent appeal and interim restoration should be available where the worker presents a credible case of error or disproportionate sanction.

Fourth, payment transparency should be mandatory. Before accepting a task, workers should see the expected gross payment, platform commission, relevant deductions and main conditions affecting bonuses. After completion, they should receive an itemised digital statement. Platforms should separate labour remuneration from expense reimbursement where practical and provide tools for estimating net earnings.

Fifth, working-time rules should be adapted to degrees of worker constraint. Active task time and platform-controlled availability should count as working time for employees. Regulators should develop methods for addressing simultaneous platform use and should prohibit incentive systems that encourage excessive hours. Workers should have access to their complete time records.

Sixth, portable social protection should be developed. Each platform could transfer a percentage of payments to a worker-linked account covering social insurance, occupational-accident protection or other benefits. Employer platforms must remain responsible for ordinary compulsory contributions. A portable mechanism should supplement protection for genuinely independent workers, not facilitate misclassification.

Seventh, occupational safety duties should follow control over risk. Platforms should assess algorithmic incentives, delivery deadlines, night work, extreme weather and emergency response. Workers must be able to refuse dangerous tasks without penalty. Accident reporting should be standardised, and platform-provided insurance should meet minimum coverage and transparency requirements.

Eighth, collective representation should be strengthened through sectoral mechanisms. Platform workers should be able to communicate, organise and bargain collectively without algorithmic retaliation. The law should clarify that collective bargaining by economically dependent self-employed workers serves a social-protection objective. Multi-platform or sectoral agreements may be appropriate for payment floors, expenses, safety and deactivation procedures.

Ninth, dispute resolution should become faster and more accessible. Vietnam could establish a specialised online platform-work dispute mechanism with authority to order payment, correct records and grant temporary account access. Courts should have clear power to require disclosure of algorithmic evidence and to hear representative claims concerning common terms or system-wide errors.

Tenth, labour inspection should be digitally equipped. Inspectors need specialised training in data analysis, platform architecture and automated decision-making. They should be authorised to request technical documentation, test system outputs and cooperate with authorities responsible for data protection, AI, transport, competition, tax and social insurance. Cross-agency coordination is essential because platform work crosses conventional regulatory boundaries.

Eleventh, major platforms should report standardised labour information. Reporting could cover the number of active workers, gross and net earnings distributions, working-time indicators, accidents, complaints, deactivations and use of automated decisions. Data should be anonymised and proportionate to platform size. Regular publication would support policy evaluation and responsible competition.

Twelfth, reform should distinguish platform types and be implemented in phases. Large location-based platforms with extensive control may justify immediate mandatory duties, while small neutral marketplaces may require lighter obligations. Regulatory sandboxes can test portable contributions, online dispute resolution and data-reporting methods, but experimentation must not suspend fundamental rights.

Thirteenth, Vietnam should conduct a formal gap analysis for possible ratification of ILO Convention No. 193. The analysis should involve the State, employers' organisations, trade unions, platform companies, worker groups and technical experts. Ratification is not the only measure of progress, but the process would provide a coherent framework for reviewing fragmented national rules.

Finally, protection should be built around a dual strategy. Workers who meet the functional employment test should receive the full rights of employees. Workers who are genuinely independent should still receive universal baseline protections in relation to transparent payment, data, safety, deactivation and collective voice. This model avoids both over-classification and a regulatory vacuum.

15. CONCLUSION

Platform work demonstrates that managerial control can exist without a factory, fixed schedule or human supervisor. Software can allocate tasks, set prices, evaluate performance and remove access to income. Vietnamese labour law is not conceptually powerless in the face of that transformation. Article 13 of the Labour Code 2019 already directs attention away from contractual labels and towards paid work performed under the management and supervision of another party.

The main weakness lies in implementation. Algorithmic control is difficult to prove, the responsible employer may be divided among several entities, and traditional wage, working-time and inspection rules are not designed for task-based digital work. Workers may carry operating costs and safety risks while having little influence over the commercial conditions that determine their income. General data-protection and AI legislation adds valuable safeguards but cannot replace labour-specific rights and collective mechanisms.

Recent legal and international developments create a favourable moment for reform. The Employment Law 2025, Social Insurance Law 2024, Trade Union Law 2024, Personal Data Protection Law 2025 and Artificial Intelligence Law 2025 provide new components of the regulatory environment. The adoption of ILO Convention No. 193 in June 2026 supplies a coherent international benchmark. Vietnam can use these developments to modernise labour protection before uncertainty becomes permanently embedded in the platform economy.

A balanced approach should combine a rebuttable presumption of employment with baseline rights for all platform workers. It should recognise algorithmic management, require payment and data transparency, protect workers against arbitrary deactivation, create portable social protection, allocate occupational-safety duties according to control over risk and enable effective collective voice. Dispute resolution and labour inspection must be redesigned for digital evidence and cross-border organisational structures.

The objective is not to eliminate flexibility or to force every digital marketplace into a conventional employment model. It is to ensure that flexibility is not financed by legal invisibility and unilateral risk transfer. When a platform operates as an employer in substance, it should bear employer responsibilities. When it genuinely intermediates independent businesses, it should still exercise its technological power fairly and transparently. Legal protection must follow the reality of work and the distribution of power in the digital economy.

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REFERENCES

[1]. National Assembly of Vietnam. (2019). Labour Code No. 45/2019/QH14, adopted 20 November 2019, effective 1 January 2021.
[2]. Government of Vietnam. (2020). Decree No. 145/2020/ND-CP detailing and guiding the implementation of a number of articles of the Labour Code on working conditions and labour relations.
[3]. National Assembly of Vietnam. (2015). Law on Occupational Safety and Health No. 84/2015/QH13.
[4]. Government of Vietnam. (2020). Decree No. 88/2020/ND-CP on compulsory occupational accident and disease insurance.
[5]. National Assembly of Vietnam. (2024). Social Insurance Law No. 41/2024/QH15, effective 1 July 2025.
[6]. Government of Vietnam. (2025). Decree No. 158/2025/ND-CP detailing compulsory social insurance under the Social Insurance Law.
[7]. National Assembly of Vietnam. (2024). Trade Union Law No. 50/2024/QH15, effective 1 July 2025.
[8]. National Assembly of Vietnam. (2025). Employment Law No. 74/2025/QH15, effective 1 January 2026.
[9]. Government of Vietnam. (2025). Decree No. 352/2025/ND-CP detailing provisions of the Employment Law on employment services.
[10]. National Assembly of Vietnam. (2025). Personal Data Protection Law No. 91/2025/QH15, effective 1 January 2026.
[11]. Government of Vietnam. (2025). Decree No. 356/2025/ND-CP detailing and implementing the Personal Data Protection Law.
[12]. National Assembly of Vietnam. (2025). Artificial Intelligence Law No. 134/2025/QH15, effective 1 March 2026.
[13]. National Assembly of Vietnam. (2015). Civil Code No. 91/2015/QH13.
[14]. International Labour Organization. (2026). Decent Work in the Platform Economy Convention, 2026 (No. 193). Geneva: ILO.
[15]. International Labour Organization. (2026). Realizing decent work in the platform economy: Draft Convention and Recommendation. International Labour Conference, 114th Session, Report V(4). Geneva: ILO.
[16]. International Labour Organization. (2025). Measuring digital platform employment in Viet Nam: Lessons learned from the pilot survey. Geneva: ILO.
[17]. International Labour Organization. (2024). Pilot survey in Viet Nam: A promising start in defining digital platform employment. Geneva: ILO.
[18]. International Labour Organization. (2023). Policy issues in the digital platform economy. Geneva: ILO Bureau for Employers' Activities.
[19]. International Labour Organization. (2021). World Employment and Social Outlook 2021: The role of digital labour platforms in transforming the world of work. Geneva: ILO.
[20]. International Labour Organization. (2021). How to improve working conditions for gig workers in Viet Nam. Bangkok: ILO Regional Office for Asia and the Pacific.
[21]. International Labour Organization. (2022). Decent Work Country Programme for Viet Nam 2022-2026. Hanoi: ILO.
[22]. European Union. (2024). Directive (EU) 2024/2831 of the European Parliament and of the Council on improving working conditions in platform work.

[23]. De Stefano, V. (2016). The rise of the "just-in-time workforce": On-demand work, crowdwork and labour protection in the gig economy. Comparative Labor Law & Policy Journal, 37(3), 471-504.

[24]. Aloisi, A. (2016). Commoditized workers: Case study research on labour law issues arising from a set of on-demand platforms. Comparative Labor Law & Policy Journal, 37(3), 653-690.

[25]. Prassl, J., & Risak, M. (2016). Uber, TaskRabbit, and Co.: Platforms as employers? Rethinking the legal analysis of crowdwork. Comparative Labor Law & Policy Journal, 37(3), 619-651.

[26]. Cherry, M. A. (2016). Beyond misclassification: The digital transformation of work. Comparative Labor Law & Policy Journal, 37(3), 577-602.

[27]. Wood, A. J., Graham, M., Lehdonvirta, V., & Hjorth, I. (2019). Good gig, bad gig: Autonomy and algorithmic control in the global gig economy. Work, Employment and Society, 33(1), 56-75.

[28]. Rosenblat, A. (2018). Uberland: How algorithms are rewriting the rules of work. Oakland: University of California Press.

[29]. Organisation for Economic Co-operation and Development. (2019). Policy responses to new forms of work. Paris: OECD Publishing.

[30]. International Labour Organization. (2026). Opportunities and challenges for decent work in the platform economy in Asia and the Pacific. Geneva: ILO.