

Study on the Protection of Rights and Interests of China's Flexible Workers in the Digital Economy

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Abstract

In the context of the digital economy, flexible employment has now become the primary pathway for both new entrants to the labor force and existing workers seeking employment in China. Platform-based flexible workers are facing urgent occupational challenges and a pressing need for improved job security and social protection. This paper first analyzes how the digital economy challenges the foundations of traditional employment and examines the current state of labor rights protection for China's flexible workers. It then delves into the institutional dilemmas underlying the erosion of these rights, and finally proposes concrete measures to address these issues. The main argument is to improve legislation based on the principle of balanced protection, clearly define the "substantive subordination" standard for identifying employment relationships in the digital economy, and implement a judicial rule of "presumed employment relationship with reversed burden of proof," thereby ensuring employers' accountability. Addressing the rights protection of flexible workers cannot be achieved overnight; it requires theoretical research, practical validation and advancement, and institutional improvement-so as to strengthen flexible workers' professional identity, sense of belonging, and sense of fulfillment.

Keywords

Digital Economy; Flexible Employment; Substantive Subordination; Burden of Proof.

1. Introduction

In the context of the digital economy, China's flexible employment market is experiencing rapid expansion. New-form flexible employment refers to an emerging type of employment driven by the development of the digital economy and enabled by internet platforms. This new form of flexible employment differs significantly from traditional flexible employment in terms of working hours, workplace, working conditions, and labor relationships. As of the end of 2024, the number of flexible workers in China reached 240 million.[1] Under the digital economy, it exhibits characteristics distinctly different from traditional employment, yet the legal framework for protecting the labor rights and interests of new-form flexible workers still requires further improvement.

2. The Digital Economy Challenges the Economic Foundations of Traditional Flexible Employment

2.1. The Digital Economy and Its Characteristics

The digital economy is a new economic paradigm driven primarily by digital technologies, with data as a key factor of production, and propelled by the deep integration of digital industrialization and industrial digitalization to advance economic and social development. It encompasses not only the information technology sector itself-such as the internet, big data, artificial intelligence, cloud computing, and blockchain-but also the transformation and

upgrading of traditional industries empowered by digital technologies. Characteristics of the Digital Economy: (1) Data has become a key factor of production. Data has become a new driver of economic growth, akin to land, labor, and capital. By collecting, storing, processing, and analyzing vast amounts of data, enterprises can optimize decision-making, enhance efficiency, and innovate products and services. (2) Digital technology is the core driving force. Next-generation information technologies-represented by 5G, artificial intelligence, the Internet of Things (IoT), cloud computing, and blockchain-serve as the technological foundation and engine for the development of the digital economy. These technologies continuously drive transformations in modes of production, organizational structures, and business models. (3) Platformization and network effects are prominent. The digital economy heavily relies on platform-based models-such as e-commerce platforms, social media platforms, and sharing economy platforms-and exhibits strong network externalities: the more users a platform attracts, the greater its value becomes, resulting in a “Matthew effect” where the strong get stronger.

2.2. The Digital Economy and the Transformation of Employment Models

Technological advancement not only provides the technical foundation for the development of flexible employment models but also fundamentally drives the evolution of employment structures, prompting a profound reconfiguration of labor relations and posing new demands for reforming traditional labor systems and social security frameworks. [2]

Key Impacts of the Digital Economy on Employment and Labor Relations: (1) Employment arrangements have become more flexible and non-standardized. The platform economy has spurred a significant increase in flexible employment, including ride-hailing drivers, food delivery couriers, freelancers, and content creators. Workers are often classified as “cooperators” or “independent contractors” to circumvent employer obligations under labor contract laws. (2) Labor processes are managed through algorithmic control. Platforms exercise covert control over workers through algorithmic scheduling, performance ratings, dynamic pricing, and similar mechanisms. (3) Employment structure is becoming increasingly polarized. On one hand, the digital economy has created a large number of low-skill, low-protection gig jobs; on the other, it has spurred high-skill digital roles-such as data analysts-significantly raising the demand for workers’ digital literacy. This “digital divide” risks marginalizing certain groups, such as older adults and those with lower levels of education. (4) Cross-regional and remote work arrangements. Remote work and cross-border freelancing have become possible, breaking geographical barriers and enabling companies to allocate human resources globally.[3]

3. Current Status of Labor Rights Protection for Flexible Workers in China

3.1. Low and Unstable Income

Compared to workers in stable employment, flexible workers in China often face difficulties in achieving equal pay for equal work in wage compensation. (1) Wages are low. Traditional flexible workers generally earn low per-task or per-client income and have low overall wage earnings, whereas new-form flexible workers tend to earn relatively higher wages.(Table 1) Many flexible workers feel that their labor input is disproportionate to the compensation they receive, and in some cases, their earnings fall below the local minimum wage standard. (2) Wage withholding or deductions. Wage withholding is widespread and takes various forms. Some employers, upon expiration of the service contract with flexible workers, refuse to acknowledge the agreed-upon contractual terms in order to delay or even deny payment of owed compensation. (3) Difficulty in Guaranteeing Overtime Pay. Employers arbitrarily require excessive working hours and use terms such as “borrowing” or “probation” to compel

flexible workers to work overtime without paying overtime compensation. Therefore, it can be said that for most people in China, flexible employment is primarily survival-driven employment.

Table 1. Comparison of Wage Income Between Flexible Employment and Formal Employment(RMB)

Category	Flexible Employment	Formal Employment
Average Monthly Income(2023 Data)	Platform-based RMB 3000-6000 Traditional Gig Work	Urban Non-Private Sector Units: 10000 RMB Urban Private Sector Units 5000-6000 RMB
Hourly Wage Rate	Typically RMB 15-25 per hour (significantly lower after deducting waiting and idle time)	Minimum wage: RMB 20-25 per hour (in first-tier cities) Actual average hourly wage: RMB 30-50 per hour
Income Growth Potential	Income growth depends heavily on individual physical capacity or online traffic, with low career ceilings and weak long-term growth prospects.	Clear Career Progression Paths and Skill Development Mechanisms, with Wages Increasing by Tenure and Job Level
Income Predictability	Low (primarily paid daily or weekly, with significant fluctuations)	High (fixed monthly salary with predictable year-end bonuses)

(Data sources: National Bureau of Statistics, "Statistical Bulletin on the Average Annual Wages of Urban Employed Persons in 2023"; Peking University Report on the Platform Economy; Public survey data from Meituan and Didi)

3.2. Fragmented Labor Rights Protection

Table 2. Comparison of Social Security Coverage Between Flexible Employment and Formal Employment

Social Insurance	Flexible Employment	Formal Employment
Basic Old-Age Insurance Coverage Rate	Approximately 40%-60% (enrolled either in the Urban and Rural Residents' Basic Old-Age Insurance or under the flexible employment category)	Over 95% (Urban Employee Basic Old-Age Insurance)
Basic Medical Insurance Coverage Rate	Approximately 50%-70% (enrolled in Urban and Rural Residents' Basic Medical Insurance)	Over 95% (Employee Basic Medical Insurance)
Unemployment Insurance Participation Rate	Less than 20% (due to platform-based employment often not being recognized as formal labor relationships)	Over 85%
Work Injury Insurance Coverage Rate	Extremely low (some regions have piloted "occupational injury protection" schemes, but coverage is not universal)	Nearly 100%
Maternity Insurance Coverage Rate	Virtually no coverage (Urban and Rural Residents' Basic Medical Insurance does not include maternity benefits)	Over 80%

Data sources: National Bureau of Statistics, Ministry of Human Resources and Social Security reports (2023-2024), and academic research (e.g., China Report on the Development of Flexible Employment).

As of 2025, there remains a significant gap in social security coverage between new-form flexible workers in China-such as ride-hailing drivers, food delivery riders, freelancers, live-streaming e-commerce hosts, and platform-based gig workers-and those in traditional

employment, including employees in government agencies, public institutions, state-owned enterprises, and formal private-sector companies. (Table 2) From a horizontal perspective, social security policies initially targeted laid-off workers with preferential coverage measures, and were later gradually extended to self-employed individuals, rural migrant workers, and general flexible workers; From a vertical perspective, the design of specialized social insurance schemes—such as pension and medical insurance—for non-flexible workers has failed to take into account the actual needs of flexible employment groups. In China, flexible workers are required to bear the full cost of social insurance contributions themselves (e.g., approximately 20%–24% for employee pension and medical insurance combined), whereas traditional employees share the burden with their employers (typically around 16% paid by the employer and 8% by the employee).

3.3. Inadequate Protection of Working Hours and Rest Rights

Flexible workers often face excessively long working hours and inadequate rest, which has become a prominent contradiction in today’s new forms of employment.(Table 3)On one hand, working hours are algorithmically controlled, with the platform setting metrics such as order quotas, delivery time limits, and service ratings, effectively compelling workers into a “the more you work, the more you earn; if you don’t work, you earn nothing” paradigm. On the other hand, the lack of fixed working hours makes rest time difficult to guarantee, forcing workers to extend their working hours to sustain their livelihoods. Although flexible employment appears “autonomous” on the surface, workers are in fact trapped in a state of “passive, high-intensity labor” under algorithmic control and economic pressure, severely undermining their right to rest.

Table 3. Comparison of Working Hours and Rest Time Between Flexible Employment and Formal Employment

Working Hours and Rest Time	Flexible Employment	Formal Employment
Statutory Working Hours	Generally not applicable; no uniform working hour limits	subject to the Labor Law: daily working hours ≤ 8 hours, weekly working hours ≤ 40 hours
Average Daily Working Hours	Typically 10–14 hours (e.g., food delivery riders, ride-hailing drivers)	Approximately 8–9 hours (most enterprises enforce attendance management)
Overtime Regulations	Overtime pay is typically not considered; compensation follows a “the more you work, the more you earn” model, resulting in implicit pressure to exceed standard working hours.	Overtime must be agreed upon through consultation, and work beyond statutory hours must be compensated at 1.5 to 3 times the regular wage rate.
Work Continuity	Work is fragmented yet highly intensive, with continuous order acceptance during peak hours (lunch and dinner rushes), leaving little opportunity for breaks.	Fixed start and end times with a relatively stable work rhythm.
Rest Time	Largely unprotected	Legally mandated minimum of 1-hour lunch break and at least one rest day per week.
Paid Annual Leave	Taking time off means losing income.	Entitled to 5–15 days after one year of employment

3.4. Marginalization in Career Development

Flexible workers in China are widely engaged in social and lifestyle service-related occupations. (Table 4) Flexible workers often lack essential job skills and have insufficient

capacity for career development, frequently leaving them in states of unemployment or underemployment. Therefore, society must acknowledge the legitimate rights claims of this vulnerable group and establish institutional safeguards to secure a minimum living standard for flexible workers.

Table 4. Occupational Distribution of Flexible Employment

Employment Type	Occupational Distribution and Characteristics
Platform Economy-Driven Flexible Employment	<ul style="list-style-type: none"> • Ride-hailing drivers, food delivery riders, and couriers are currently the mainstays of informal employment. • Online streamers, short-video creators, and e-commerce live sellers represent emerging digital gig workers. • Shared economy service workers: such as bike-sharing operators and shared power bank maintenance personnel.
Traditional Gig and Self-Employed Work	<ul style="list-style-type: none"> • Self-employed individuals and micro-entrepreneurs: such as street vendors and small restaurant owners. • Domestic service workers—such as cleaners, nannies, and caregivers—typically find employment through agencies or personal referrals. • Construction and renovation gig workers, such as masons and laborers without fixed employers.
Temporary and Seasonal Employment	<ul style="list-style-type: none"> • Agricultural seasonal workers—such as tea pickers and cotton harvesters—exhibit clear regional and cyclical patterns. • Event or promotional temporary workers: short-term labor hired during large-scale events or promotional periods. • Dispatched and outsourced workers: occupying a marginal position in labor relations, with low job stability.
Gray Area Employment	<ul style="list-style-type: none"> • Freelancers: such as independent designers and copywriters. • Retirees returning to work: engaged in part-time roles such as consultants or instructors. • Student part-timers: engaged in short-term jobs such as tutoring and promotional work.

4. Empirical Analysis of the Challenges in Protecting Labor Rights of Flexible Workers in China

The difficulty in safeguarding the rights of flexible workers primarily stems from a structural mismatch between their employment arrangements and the current labor legal framework. Labor rights protection in the digital economy is not something that can be achieved overnight; rather, it requires a gradual integration of new forms of work with existing institutional frameworks. [4]

4.1. Legislative Lag

China has not yet enacted a unified law specifically targeting “flexible workers.” Instead, the legal framework has been gradually built through a patchwork of laws, regulations, policy documents, and judicial interpretations. These laws and policies mainly include: (1) Fundamental Labor Law, such as Labour Law of the People’s Republic of China, Labor Contract Law of the People’s Republic of China, and Social Insurance Law of the People’s Republic of China. (2) Specialized Legislation, For example: The State Council’s Guiding Opinions on Service Guide for Protecting the Rights and Interests of Workers in New Forms of Employment (2024),etc. (3) Local Legislation, Examples include the Zhejiang Province Implementation Measures for Safeguarding the Labor and Social Security Rights of Workers in New Forms of Employment (2021),etc.(4) Judicial Practice, For example, the 2023 Work

Report of the Supreme People's Court emphasized "protecting the rights and interests of workers in new forms of employment in accordance with the law," etc. These legal instruments have largely addressed the issue of "having laws to rely on," yet the protection of labor rights for flexible workers remains both essential and urgent. [5] A new labor protection system suited to the digital economy era should be gradually established through a combined approach of "policy guidance + local pilots + proactive judicial interpretation + eventual codification."

4.2. Difficulty in Recognizing Employment Relationships

Platforms commonly exclude flexible workers from the protections afforded by the Labor Contract Law and the Labor Law. The recognition of employment relationships is based on the Notice on Issues Concerning the Establishment of Labor Relationships issued by the State Council in 2005, which primarily defines a labor relationship by the existence of subordination between the employer and the worker. "Traditional labor relationships are characterized, in practice, by management by a single employer, stability, and sustained dependency".[6] This standard was established on the industrial economic model characterized by factory-based production, fixed working hours, and a single employer. However, the digital economy exerts control over labor in ways that differ significantly from traditional employment arrangements. In 2024, the Supreme People's Court issued Guiding Cases No. 237–240 of the 42nd series,[7] focusing specifically on labor disputes in "new forms of employment." This batch of cases involves occupational groups such as food delivery riders, online streamers, and designated drivers, focusing on the recognition of employment relationships between platform companies and workers in new forms of employment. While these cases aim to ensure consistent judicial standards in adjudicating flexible employment disputes, they do not fundamentally alter the essential legal criteria for establishing a labor relationship.

Empirical evidence shows that the non-recognition of labor relationships in flexible employment is not merely an isolated judicial deviation, but rather the result of a combination of platform-designed employment strategies, conservative judicial interpretations, and legislative lag.

4.3. Social Insurance Exclusion of Flexible Workers

The legal challenges faced by flexible workers in accessing social insurance stem from the lag in institutional design. Mainly include the following points: (1) Unclear Legal Status as Social Insurance Contributors. China's social insurance system strictly distinguishes between employee social insurance (the "five insurances") and resident social insurance (the "two insurances": pension and medical). Flexible workers are typically defaulted into the resident social insurance scheme or a separate "flexible employment personnel" enrollment channel. (2) Flexible Employment Platforms Avoid Social Insurance Obligations by Not Qualifying as Legal "Employers". Articles 58 and 60 of Social Insurance Law of the People's Republic of China stipulate that employers have a legal obligation to register their employees for social insurance and pay the required contributions. Employers in flexible employment arrangements avoid recognition as legal "employers" by using civil contracts—such as outsourcing, service contracts, or cooperation agreements—to circumvent their status as labor relationship principals. (3) Work Injury Insurance Is Solely Funded by the Employer in a Labor Relationship. Article 2 of Regulation on Work-Related Injury Insurances explicitly excludes flexible workers from enrolling in work injury insurance on an individual basis. According to a 2024 survey by the Chinese Academy of Social Sciences, 76.3% of delivery riders injured in traffic accidents were unable to have their injuries recognized as work-related, and over 80% of their medical expenses were paid out of pocket.[8] Since 2022, the Ministry of Human Resources and Social Security has piloted the "Occupational Injury

Protection" scheme in seven provinces and municipalities-including Guangdong, Zhejiang, and Jiangsu-but it lacks legal enforceability.[9] Government-led "occupational injury protection" schemes and platform-provided commercial insurance offer some positive steps, but they cannot fundamentally resolve the occupational risks faced by flexible workers.

4.4. Difficulty in Applying Statutory Working Hours and Wage Standards

Articles 36–41 of Labor Law of the People's Republic of China, which establish statutory working hour and wage systems, are not applicable to flexible employment. The State Council's normative documents-including the Guidelines on Safeguarding the Rights of New-Form Employment Workers Regarding Rest and Remuneration, the Guidelines on Public Disclosure of Labor Rules for New-Form Employment Workers, and the Service Guide for Protecting the Rights and Interests of New-Form Employment Workers-contain only principle-based provisions and still exhibit shortcomings that require further improvement. Judicial practice has revealed the severity of working hours and wage issues. For example, among 284 court judgments, the top three most frequent points of dispute were related to overtime, including disagreements over working hours, payment of overtime wages, and the recognition of "invisible overtime," with 63 cases (22.18%) falling into this category.[10]

5. Improving Labor Rights Protection Measures for Informal Workers in China's Digital Economy

The digital economy poses a systemic challenge to the traditional recognition of employment relationships, fundamentally undermining the "standard employment relationship" paradigm on which conventional labor law is built. Protecting the rights of flexible workers has thus become an urgent priority.

5.1. Improving Legislation

Currently, there are two main approaches to improving legislation: one is to revise existing laws, and the other is to enact dedicated legislation specifically for flexible employment. This paper argues that revising existing laws is a reasonable approach, primarily because the flexible employment models driven by the digital economy in China are still evolving, and employers' use of algorithmic management over flexible workers continues to change. Therefore, amending current legislation can, to a certain extent, achieve the goal of protecting the rights and interests of flexible workers. Specific institutional measures include: (1) Amending The Labor Law of the People's Republic of China to include a dedicated chapter on "new forms of employment." Within this dedicated chapter, the revision should include a clear definition of flexible employment and specify the concrete labor rights and protections afforded to such workers, thereby providing a solid legal foundation for safeguarding their rights. Countries such as Spain and Italy have labor legal systems that establish distinct labor regulations for different occupations-commonly referred to as "special labor laws." Drawing on this institutional approach, flexible workers who meet certain criteria could be brought within the scope of labor law protections. [11](2) Enhancing the Adaptability of Policy and Institutional Frameworks. For example, provisions protecting workers should be integrated into laws and regulations such as The Social Insurance Law of the People's Republic of China, The Personal Information Protection Law of the People's Republic of China, and the Provisions on the Management of Algorithmic Recommendation Services, clearly defining the nature and scope of labor rights for flexible workers. Additionally, local governments should be encouraged to carry out differentiated pilot programs-such as occupational injury protection schemes and flexible working hour management-with successful practices scaled up nationwide after evaluation and refinement.

5.2. Uphold the Principle of Balanced Protection and Clarify the "Substantive Subordination" Standard

The "balanced protection" principle means that, in determining employment relationships in flexible work, the interests of all parties should be carefully weighed-neither excessively expanding the scope of labor relationships to the point of stifling the vitality of the digital economy, nor overly emphasizing "de-laborization" to the extent of leaving workers' rights unprotected. Therefore, the primary consideration lies in how to reconcile the interests of both labor and capital and how to balance diverse and sometimes conflicting stakeholder needs.

5.2.1. Recognition of "Substantive Subordination" under Algorithmic Control

"Substantive subordination" manifests as "algorithmic control"-an evolution of personal subordination in the digital age. It occurs when platforms exercise de facto direction, supervision, and constraint over workers through automated, data-driven, and often opaque technological mechanisms. Even in the absence of a formal labor contract or when the relationship is nominally labeled as "cooperation," if algorithms substantially intervene in the labor process, the relationship should be recognized as exhibiting the subordinative characteristics essential to an employment relationship. Subordination in the Digital Economy: (1) Strong Algorithmic Control. Under strong algorithmic control-characterized by automated order assignment, real-time monitoring, automatic penalties, and no bargaining power-workers such as dedicated delivery riders and platform-contracted streamers can be directly recognized as having an employment relationship under the traditional "subordination" standard. (2) Moderate Algorithmic Control. Workers may choose orders but face penalties for rejecting them, experience income fluctuations based on performance ratings, and operate under partially standardized procedures, this category primarily includes crowdsourced delivery riders and ride-hailing drivers. Their employment status should be determined on a case-by-case basis, or they should be granted "quasi-employee"protections. (3) Weak Algorithmic Control. The platform merely facilitates information matching, with workers retaining full autonomy over pricing, scheduling, and work methods, this category primarily includes freelance writers and independent designers, such arrangements do not constitute employment relationships; they fall under civil contracts and should be supplemented by industry self-regulation or platform-based accountability mechanisms. Therefore, "substantive subordination"-manifested primarily under moderate algorithmic control-is the foundational criterion for protecting the rights of flexible workers in the digital economy.

In the digital economy, the meaning and manifestation of "subordination" in employment relationships have undergone significant changes. The core elements of "substantive subordination" primarily include the employer's authority to direct, supervise, and discipline the worker, among which the power to direct is the most essential, while supervisory and disciplinary powers serve as critical safeguards for effective direction.[12]

5.2.2. Establishing a Judicial Rule of "Presumed Employment Relationship with Reversed Burden of Proof"

The core of legal application lies in the allocation of the burden of proof. In the context of the digital economy, protecting the rights of flexible workers requires innovative reforms to evidentiary rules. Drawing on the European Union's Platform Work Directive and its "legal presumption of an employment relationship," The "legal presumption" is triggered when any two of the following five control-based criteria are met, thereby establishing a rebuttable presumption of an employment relationship. The five control-based criteria include: (1) Effective supervision of work performance, such as real-time monitoring of service delivery through electronic means, GPS tracking, and automated rating systems; (2) Prescribed working hours or service periods, such as mandatory online availability windows, set

response time limits for accepting orders, and restrictions on the freedom to decline tasks; (3) Prescribed work methods or service standards, such as mandatory uniforms, required service language, standardized operating procedures, and compulsory use of platform-provided tools; (4) Restrictions on workers' autonomy to set or negotiate prices, such as platforms unilaterally determining service fees, prohibiting workers from setting their own rates, or penalizing price reductions initiated by workers; (5) Restrictions on workers' ability to provide services for other platforms or clients, such as requiring exclusivity agreements, algorithmically penalizing multi-platform activity, or implementing "loyalty" mechanisms that discourage working with competitors.

China can draw on the EU's institutional framework of "control criteria + legal presumption + reversed burden of proof" to shift from case-by-case factual assessments to a legally grounded presumption, thereby strengthening the recognition and protection of platform workers as "employees." [13] Refining the Conditions for Reversing the Burden of Proof: (1) The worker is, in fact, not subject to control by the platform; (2) The relationship between the parties exhibits characteristics of an independent contractor (e.g., bearing one's own profits and losses, operating autonomously, and using self-owned tools). If either of the above conditions is met, the platform (as the putative employer) must bear the burden of proving the absence of "subordination." If it fails to provide sufficient evidence, the law shall presume that "subordination" exists, thereby establishing an employment relationship. For example, if a food delivery rider files a lawsuit against the platform seeking recognition of an employment relationship, the rider need only demonstrate that they are assigned orders by the platform's algorithm, cannot refuse orders, and derive 90% of their income from that platform. The platform would then bear the burden of proof-showing, for instance, that the rider can set their own prices, freely choose clients, and simultaneously work for multiple competing platforms-in order to rebut the legal presumption of an employment relationship.

5.3. Building a New Paradigm of Employer Responsibility in the Digital Age

Employer responsibility in the digital age refers to the obligation of digital platforms or other employing entities that exercise substantive control or management over workers-regardless of whether a traditional labor contract exists-to bear labor protection duties and social responsibilities commensurate with their degree of control, level of economic benefit, and capacity to generate occupational risks, as mandated by law. The theoretical foundation of employer responsibility in the digital age shifts from "contractual form" to "substantive control." Rather than relying solely on the existence of a written labor contract, liability is triggered by whether the platform exercises de facto direction, supervision, or constraint over workers' tasks, processes, working hours, and methods-through algorithms, data, rules, reward-penalty mechanisms, or other means. The core principle of employer responsibility in the digital age is: "Whoever exercises control bears responsibility; whoever benefits assumes the risk." Employer liability is predicated on the employer's breach of duty, and the content of employer obligations can be defined as safety and care measures that are both "in relation to things" (e.g., workplace equipment, tools, and systems) and "in relation to persons" (e.g., physical well-being, dignity, and fair treatment of workers). [14] Specific obligations include:

- (1) Providing occupational injury insurance for workers in high-risk roles;
- (2) Disclosing algorithmic logic to safeguard workers' right to be informed and to raise objections;
- (3) Setting reasonable task intensity and mandatory rest intervals to prevent overwork;
- (4) Prohibiting account suspension or order restrictions without just cause;
- (5) Establishing accessible grievance and human-review mechanisms;
- (6) Fulfilling consultation or notification obligations when changing rules related to pricing, rewards and penalties, or order allocation.

In summary, the articulation of employer liability in the digital era marks a shift in labor rule of law—from the contract-centered paradigm of the industrial age toward a paradigm of substantive fairness in the digital age.

6. Conclusion

The digital economy has not eliminated labor; rather, it has reshaped the organization and mechanisms of labor control. Clinging rigidly to industrial-era standards for recognizing employment relationships will perpetually leave flexible workers in an institutional limbo—“working, yet unprotected.” Only through innovative legal thinking and adaptive institutional reform can we achieve a compatible and sustainable development that upholds decent work within the digital economy.

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