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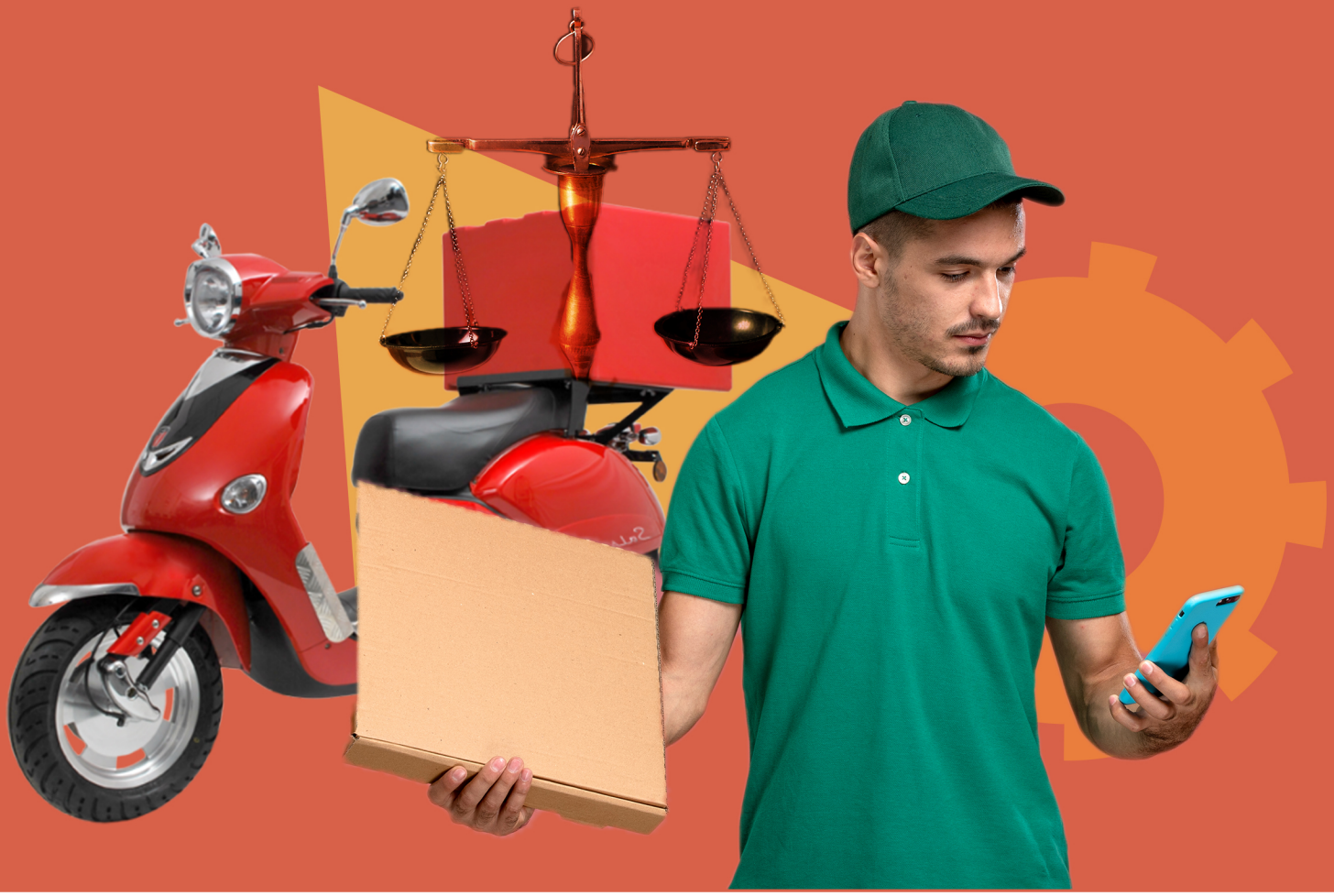

Modern Work Patterns in the New Labor Law: Between Legislative Recognition and Implementation Challenges

Prologue

This research paper comes at a pivotal moment, as the Egyptian labor market undergoes profound transformations with the enactment of the new Labor Law in May 2025. For the first time, the law explicitly recognizes new forms of work, including platform-based labor, raising pressing questions about the extent to which these new provisions can safeguard the rights of this rapidly growing segment of workers.

The paper provides a critical analysis of how platform workers are positioned within the new law, highlighting shortcomings that may leave them vulnerable. It also presents practical proposals to bridge these gaps, ensuring the protection of workers' fundamental rights in the context of an accelerating digital economy.

Introduction

In May 2025, President Abdel Fattah El-Sisi ratified the new Labor Law. For the first time, the law explicitly recognizes modern forms of work, including remote work and digital platform-based work. This recognition may pave the way for extending legal protection to broad categories of workers who were previously excluded.

Theoretically, this recognition represents a significant expansion of the definition of a "worker", especially since proving an employment relationship is not limited to the existence of a written contract. The Egyptian legislator has settled on the possibility of proving such a relationship through all forms of evidence, including witness testimony.

The law has also introduced preliminary provisions regulating remote work and outlining the mutual obligations between workers and employers. However, the real dilemma remains in implementation, as the effective protection of workers' rights is contingent upon robust enforcement mechanisms, genuine political will, and a meaningful representation of workers in the drafting of policies and executive regulations.

In this context, this paper seeks to shed light on platform-based work. Amidst the radical digital transformations in the labor market, what is known as the "Platform Economy" or "Gig Economy" has emerged, offering flexible and diverse employment opportunities. However, it has simultaneously introduced significant challenges, most notably the absence of job security and social protection, alongside persistently low wages that keep workers trapped in poverty.

International reports indicate that a large proportion of workers in this sector, even in major economies, earn extremely low wages. In the United States, the United Nations has described the wages paid

to workers on certain digital platforms as “so low as to constitute a violation of human rights”. If this is the case in strong economies, the situation in developing countries, such as Egypt, is even more precarious, given the limited legal protection and persistently low wage levels.

Against this backdrop, this paper seeks to analyze the relationship between platform-based work and the digital-mediated reproduction of poverty. It further examines how the new Labor Law addresses this work arrangement through an analysis of its conceptual and legal framework, the Egyptian context, the operational characteristics and mechanisms of digital platforms, and an assessment of existing legal gaps—ultimately culminating in practical recommendations to safeguard workers' rights in the digital economy.

Digital Subordination: The Reality of Labor in the Platform Economy

The platform economy began to assert its presence in the early twenty-first century, driven by the communications and internet revolution. At the same time, global financial crises created a fertile environment for the accelerated growth of this new economic model.

This economy relies on digital intermediary platforms that connect service providers with clients through applications or websites, encompassing a wide range of activities —from transportation (such as Uber and Careem), and delivery (such as Talabat), to cleaning and maintenance (such as Taskty and Fi El Khedma), as well as online freelance services like design, programming, and content writing.

Labor in this sector has atypical characteristics compared to traditional employment. Workers are not tied to formal employment contracts or recognized labor relationships. Instead, they are labeled as “service providers” or “independent contractors,” offering their services to

end-users through platforms that control the terms of work while disclaiming any legal responsibility as employers.

Such arrangements give rise to what may be called "digital subordination." On the surface, workers seem free; in practice, they remain under the authority of the platform. Algorithms regulate opportunities, assign tasks, monitor performance, impose penalties, determine acceptance rates, and even suspend accounts—all while the platform insists that no employment relationship exists. This situation creates a legal gray zone that companies exploit to minimize costs at the expense of workers' rights.

Organizations such as the International Labour Organization (ILO) have recognized these challenges, particularly during the COVID-19 pandemic. They have called for bridging the gaps in social protection, ensuring the proper classification of platform workers within labor systems, and extending social insurance coverage to include them, even when they are classified as self-employed.

These new forms of work reveal a blend of apparent independence and actual digital subordination, necessitating re-examination of subordination legal criteria and an update of labor laws to accommodate the distinct nature of triangular digital work relations (worker–platform–client).

Platform-based labor emerges as one of the most acute manifestations of this transformation: workers operate in a market that appears flexible but is in practice governed by digital operating systems imposed by major platforms, turning the employment relationship into a remote one that reproduces patterns of economic inequality through invisible mechanisms.

- Platform-based work is marketed as offering freedom in choosing when and where to perform tasks. Yet this apparent

flexibility conceals the absence of guarantees for job stability and regular income, compelling many workers to endure long and irregular hours merely to secure basic living necessities.

- The employment relationship is governed by algorithmic management systems that assign tasks, monitor performance, and impose punitive measures, often leading to the termination of engagement without clear justification and in the absence of effective accountability and oversight mechanisms.
- Workers are not afforded a genuine opportunity to negotiate wages or working conditions, as these terms are unilaterally imposed, undermining their ability to improve their professional conditions or to establish effective representative frameworks.
- Workers bear the costs of tools and means of production without compensation for waiting periods or involuntary downtime, eroding their real income, especially in high-inflation environments.
- The oversupply of labor makes replacing any worker easy. This weakens their bargaining position and negatively affects working conditions. Additionally, platform-based work is often broken down into short-term tasks with no clear path for advancement or recognition of accumulated experience. As a result, workers face limited opportunities for career development and a weakened ability to build a stable professional identity or a sense of belonging to a professional community.
- Platforms classify workers as “service providers” rather than “employees”, thereby exempting themselves from legal obligations related to job security and working conditions, despite exercising control over the work environment and wages.

- Digital surveillance systems impose constant psychological pressure, compelling workers to self-discipline their performance to avoid penalties or poor ratings. This can lead to a stressful work environment that is detrimental to one's mental well-being.

All these factors contribute to the creation of a category of individuals who work long hours without attaining financial stability, thereby reinforcing a state of economic stagnation. The repercussions of this model are not confined to platform-based labor alone but also exert pressure on the traditional labor market. Some companies have already begun to replicate platform practices by shifting more costs onto workers and curtailing their legal rights. This leads to the erosion of established labor standards and the constriction of opportunities for workers to access stable and equitable employment.

New Forms of Employment in the New Egyptian Labor Law

The new Labor Law introduced substantial amendments to regulate the employment relationship between workers and employers, considering recent developments in the labor market. Among the most significant of these is the inclusion of a dedicated chapter on new forms of employment, which covers explicitly four categories: remote work, part-time work, flexible work, and job sharing.

This inclusion represents a significant legislative response aimed at expanding the scope of legal protection to encompass newly emerging forms of employment. It broadens the definition of the “worker” and does not require the existence of a traditional written contract to prove the employment relationship, thereby allowing categories of workers previously excluded to fall under the umbrella of protection. The law also introduces preliminary provisions

regulating remote work, particularly regarding the reciprocal obligations of workers and employers.

Despite this positive step, the chapter dedicated to new forms of work remains extremely brief, comprising no more than five articles out of nearly 298 in the law. This raises concerns about the fragility of the legislative framework and the potential for conflict with other provisions of the law.

However, the texts in this chapter state that all rights and obligations granted to workers in traditional forms of employment also apply to those in new forms of work. Yet they do not provide sufficient detail on how these rights can be practically implemented in emerging contexts.

The core challenge lies in implementation; the actual protection of workers' rights, particularly in the digital economy, remains contingent on effective enforcement mechanisms, genuine political will, and meaningful representation of workers in policymaking. In an environment predominantly inclined toward encouraging investment and easing corporate regulations, these rights may remain a mere formality unless accompanied by institutional safeguards that enable oversight and appeal, and that protect workers from exploitation and marginalization.

First: Defining "New Forms of Work" in the Law

The Egyptian legislator adhered to a fundamental principle in the new law by avoiding a comprehensive definition of the term "worker" and instead providing what is essentially a functional description of an employment relationship.

The law defines a worker as: "Any natural person who works for remuneration under the management or supervision of an employer." This definition allows anyone who meets this description to fall under the legal protection framework of the Labor Law, regardless of the employer's characterization of the relationship or the existence of a written contract.

Despite this expanded definition of "worker," its practical application to platform-based labor will not be straightforward and will require cumulative efforts from workers and their organizations. Many employers in new forms of work draft contracts that characterize the employment relationship in different ways. For example, a worker may be described as a "service provider," which deprives them of rights associated with a traditional employment relationship, such as social security and health insurance.

The spread of flexible work and digital platforms has created a growing need for a precise legal definition. Such a definition should clarify when the relationship between a worker and a digital platform qualifies as an employment relationship that requires legal protection. This need is especially urgent in cases where the traditional employer, in the usual sense, is absent.

In the absence of a comprehensive definition, loopholes emerge. Companies may classify workers, such as delivery app drivers or freelancers on digital platforms, as independent contractors, even though they remain subject to indirect regulatory or supervisory control. This control still generates forms of subordination, but through non-traditional mechanisms.

Article 96 of the Law attempts to address this issue. It defines "new forms of work" as any work performed by a worker in a non-traditional

- Remote work: Performing work outside the employer's traditional premises using technological means.

  Part-time work: Performing work for fewer hours than those of comparable full-time work.

- Flexible Work: Performing work with the same number of hours as regular work but at disconnected times or in variable locations, as agreed between the worker and the employer.

- Job-sharing: Distribution of the tasks of a single job among multiple workers who share roles, schedules, and wages.

- Other forms: To be determined later by decisions of the competent minister.

Although this definition represents a first step toward legal recognition of the transformations in the labor market, it does not adequately address the complexities associated with platform work, particularly work subject to algorithmic management and oversight.

The absence of a comprehensive definition of a "worker" in the law, coupled with the limitations of Article 96 in capturing the nature of digital supervision and non-traditional forms of subordination, creates legal loopholes. As a result, workers in the digital economy, especially the most vulnerable groups, remain outside the scope of effective protection.

Therefore, there's a compelling need to redraft this article to reflect the realities of platform-based work and to establish clear criteria for recognizing the relationship between a worker and a platform as an employment relationship entailing comprehensive rights and obligations.

In addition to incorporating new forms of work as a distinct category, the law retained traditional classifications such as temporary work, casual work, irregular employment, and informal sector work within its definitions article, defining them as follows:

- Temporary work: Work of a limited duration or tied to the completion of a specific task that ends upon its completion.
- Casual work: Work that, by its nature, does not form part of the employer's regular activities and does not exceed six months.
- Irregular worker: A person engaged in work that is inherently non-permanent or employed in a trade or occupation not
- regulated by a specific law, such as street vendors, newspaper distributors, and others.
- Informal Sector Worker: A person performing work inside or outside an establishment in an informal or concealed manner.

These traditional definitions overlap with the concepts of modern forms of work, potentially creating confusion in legal classification. For example, "part-time work" – one of the modern forms of work – may be permanent in terms of temporal continuity but involves fewer hours than full-time work. This makes it susceptible to classification as irregular work in the absence of clear, distinguishing criteria.

Similarly, work conducted through digital platforms, which is not bound to a traditional workplace, may in some cases be classified as irregular employment if it is performed on a flexible basis without a fixed schedule. Although the law's chapter on new forms of work stipulates that general labor rules apply to them, it fails to delineate the boundaries between these categories precisely.

In the same context, the new law maintains certain exemptions from its scope. Article 1, paragraph 3, specifies that the law does not apply to domestic workers and those in a similar capacity. This means that domestic workers, including those providing services via digital platforms, remain outside the protective framework established by the labor law, representing a significant gap in legislative inclusivity.

This exemption has faced human-rights criticism for discriminating against a vulnerable category of workers who require special protection. Denying these workers the rights and guarantees afforded to other workers reveals an apparent contradiction. On one hand, the law expands the definition of a "worker," while on the other, it excludes certain vulnerable groups from its protection.

While in the past the legislature justified this exemption by the absence of a direct employment relationship between domestic workers and household employers, the current legal recognition of new forms of work no longer provides grounds for such exclusion. In the case of domestic work mediated through platforms, the household requests the service from the platform, which in turn assigns the worker to perform the tasks under the platform's actual supervision, management, and effective oversight. Accordingly, the legislature ought to have extended the legal protection framework to cover this category, thereby safeguarding the rights of domestic workers vis-à-vis platform operators.

Second: The Challenge of Proving Employment Relationships in New Forms of Work

The issue of proving and clarifying the existence of an employment relationship represents one of the main challenges in regulating

new forms of work. Generally, the law does not require the existence of a written employment contract specifying the rights and obligations of the parties.

However, in the context of new forms of work, Article 99 stipulates that the employment relationship must be clear and explicitly defined in a written contract, whether on paper or in electronic form. This requirement may be challenging to implement or impractically achievable in certain forms of work, such as work conducted through mobile applications or part-time freelance work.

The legislator sought to address this issue by stipulating in the same article that "the worker may prove the employment relationship through any means of proof." This provision emphasizes the importance of documenting the relationship, whether by a written contract (in paper or electronic form) or even when no written agreement exists.

Moreover, Article 99 did not delegate to the executive regulations the task of specifying the minimum data that must be included in employment contracts for new forms of work. This legislative gap opens the door for employers to use incomplete or sham contracts that lack fundamental protective guarantees for the worker, thereby weakening their legal position and increasing their vulnerability in disputes.

Furthermore, the requirement of a clear relationship of subordination to the employer through direct management or supervision is a traditional standard that is no longer sufficient in today's labor reality—especially for workers on digital platforms such as Uber, Careem, and Talabat.

The actual work of these workers is not subject to direct management in the conventional sense. Instead, it is governed by algorithmic authority and customer ratings that determine task allocation, performance evaluation, and even the continuation or termination of the relationship.

This issue becomes more complex with the spread of indirect contracting models, where intermediaries are involved while real control remains in the hands of the platform. In this way, the platform avoids direct legal responsibility,making accountability for violations particularly difficult.

Algorithmic management models have made the situation even more complex, as oversight and supervision are no longer exercised by a direct manager. Instead, they are carried out through AI-driven systems that decide whether tasks are accepted or rejected, and may even suspend accounts. These decisions are often based on opaque criteria that can involve biases or design flaws.

The complex nature of these new forms of work also makes tracking activities more difficult than in traditional settings. In remote work, for example, an employer may deny the existence of an employment relationship. This shifts the burden onto the worker, who must collect evidence such as correspondence, task logs, and financial transfers to prove subordination and performance under the employer's supervision. In flexible work or job-sharing arrangements, disputes may also arise over the number or distribution of working hours, complicating the calculation of due wages.

In digital platform work, traditional employment contracts are often absent. Instead, platforms rely on electronic user agreements that classify the worker as an "independent user" rather than an employee.

Such formal language often hides real economic and managerial subordination.

In practice, the platform controls task allocation, wage levels, performance management, and even termination. As a result, workers are placed in a legally vulnerable position, with these agreements used as tools to deny the employment relationship and withhold associated rights.

Theoretically, workers can use multiple means to prove an employment relationship. In practice, however, this is not easy. Proving such a relationship may require technical expertise to extract electronic records or reliance on witness testimony. These options are typically unavailable to isolated workers who operate alone or from home.

Article 100 requires the executive regulations or ministerial decrees to provide model templates for contracts, workplace rules, and methods of proof for new forms of work, which could offer practical solutions. For example, platforms might be obliged to retain contracting data and performance records, or employers might be required to maintain electronic records periodically signed by workers. Yet these measures remain only recommendations, with no guarantee of implementation or enforcement.

The text also fails to address foreign digital platforms that operate in Egypt without a local legal entity. This makes it difficult to enforce the law's provisions and hold platforms accountable for workers' rights.

Other countries have already addressed this gap. Spain's "Rider Law" (2021), for instance, requires platforms to establish local entities to protect drivers' rights. Courts in the UK have likewise ruled that the wording of user agreements cannot override the

worker's actual economic and regulatory subordination, and that the practical reality of working conditions is what determines the legal relationship. The Egyptian legislator could have drawn on these models to impose similar obligations and prevent digital workers from being left unprotected.

Third: Lack of Distinction Between Different Forms of Work

The new labor law does not clearly differentiate between an "independent worker" (freelancer) and a "platform worker," even though the distinction between them is fundamental in practice.

An independent freelancer, such as a graphic designer or content writer, may acquire clients through personal networks, company advertisements, or by using digital platforms as intermediaries. This worker enjoys theoretical freedom to negotiate remuneration, accept or reject work, and select clients—though in practice, this freedom is often constrained by weak

demand or economic pressures, compelling many to accept exploitative terms to secure a source of income.

In contrast, a digital platform worker, such as an Uber driver or delivery worker, is subject to constant oversight through customer ratings and task-allocation algorithms that also determine wage levels. The platform manages the work directly yet invisibly, retaining the authority to suspend accounts without warning. This places the worker in a situation closer to a traditional employment relationship, but without the legal protections typically afforded to such a relationship.

Moreover, the law also overlooks what can be termed a "hybrid economic relationship," a situation in which the worker is neither a formal employee subject to direct supervision nor a fully independent freelancer enjoying complete autonomy. In this model, the worker relies on a single digital platform as a near-exclusive source of income, without genuine bargaining power or the practical ability to refuse tasks or change intermediaries.

In such cases, work activities are managed through algorithmic systems that assign tasks, evaluate performance, and may terminate the relationship unilaterally without human intervention or legal safeguards. Consequently, the worker bears the burdens of freelance work in terms of costs and risks, without enjoying its advantages, like diversified income opportunities or genuine flexibility.

In these contexts, contracts, if they exist at all, are often unilateral and imposed by the platform without prior negotiation, thereby disrupting the balance of contractual power. In other cases, no written contract exists, and the relationship is governed solely by the platform's general terms of use.

Fourth: Rights of Workers in New Forms of Work

Article 97 of Egypt's new Labor Law stipulates that employment relationships in new forms of work are subject to the same provisions governing traditional employment relationships, considering the nature of each type of work and its mode of performance.

The article also affirms that workers in these forms are entitled to all rights and obligations set out by law. These include social protection, social insurance, the minimum wage and its guaranteed payment, as well as rights to vocational training, skills development,

collective participation, and social justice, in line with the Trade Union Organizations Law.

In principle, this article represents a positive step toward legally recognizing the rights of workers in the digital economy and affirming their equality with workers in the traditional sector. However, a closer analysis of the text reveals several conceptual and practical gaps. These gaps weaken its practical impact and reduce the effectiveness of the protection it is meant to provide.

1. The Fragility of the Legal Framework for Protecting Rights in Digital Work Environments

The phrase "considering the nature of each type of work and its mode of performance" lacks a clear legal definition. This vagueness allows flexible interpretations that may be used to weaken the fundamental rights of workers in new forms of work. Platforms, for example, may cite the special nature of digital work to limit obligations related to leave, working hours, or social insurance. Such practices can result in inconsistent application of the law and discrimination among workers performing identical tasks.

The problem is compounded by the absence of legal guidelines that establish minimum labor rights, regardless of how the work is performed. Without such standards, platforms can more easily circumvent their obligations.

Platform work further complicates matters because it rarely involves a direct and stable relationship between the worker and a specific employer. Instead, it relies on flexible, temporary, and indirect contracts, often mediated by third-party companies or outsourcing entities. This structure makes it challenging to identify who is responsible for fulfilling labor obligations.

Another concern is the widespread classification of workers as "independent contractors." Despite being subject to supervisory policies, they are excluded from rights such as social insurance, the minimum wage, and paid leave. This practice reinforces the problem of "false independence."

At the same time, the law fails to recognize the wide variety of legal relationships in digital work environments—ranging from freelancers and contractors to platform workers. As a result, rights are distributed unevenly across these categories, depending on how each platform or intermediary interprets the relationship.

Although the law acknowledges labor rights in theory, it does not create supervisory or administrative mechanisms to ensure their implementation. For instance, platforms are not required to submit periodic reports or undergo digital audits. The gray nature of digital work makes it difficult to verify compliance with labor safeguards without new regulatory tools tailored to remote work and the broad geographic distribution of workers.

2.Weak Legal Framework for Unionization and Strikes

The conditions outlined in unionization laws are practically unenforceable in the context of digital work, due to the absence of shared physical workplaces and the lack of a professional or geographic environment where workers can gather. This is compounded by the general challenges facing the right to unionize in Egypt, including legal and procedural restrictions on forming and joining unions, which further isolate platform workers and limit their ability to build sustainable networks of solidarity.

Moreover, many digital platforms adopt policies that restrict trade

union activities, such as blocking access to worker contact information or limiting interactions to channels monitored by the platform. This curtails workers' ability to communicate freely or organize independently of the platform's control.

While the new labor law references the right to strike, the text lacks a practical regulatory framework that enables digital workers to exercise this right effectively. The traditional concept of a strike relies on physical gathering at the workplace and a collective suspension of work, which can be monitored; however, these conditions do not apply in digital work environments.

Therefore, enabling this right in the digital context requires recognizing new forms of organization, including innovative forms of union organizing, digital solidarity mechanisms, and collective online actions, while providing a legal framework that acknowledges their legitimacy and protects them.

3.The Challenge of Implementing Effective Dispute Resolution Mechanisms

Despite the explicit provision equating the rights of workers in new forms of work with their counterparts in traditional work, resolving disputes in digital work environments remains a significant challenge. The traditional dispute resolution system—relying on labor offices, labor courts, and trade unions—was not designed to address the decentralized and non-physical nature of the digital economy.

In many cases, digital platforms lack a legally registered entity within the country, which complicates litigation and makes it difficult for workers to identify a clear party for accountability. Indirect contracting models, such as hiring through intermediaries or outsourcing companies, further fragment the legal relationship

and weaken the possibility of holding any party accountable.

Moreover, the absence of a physical workplace and a traditional organizational structure renders conventional means of monitoring violations, filing complaints, or enforcing rulings largely ineffective. Mechanisms such as labor dispute committees, inspection visits, or collective hearings become impractical in a digital environment managed through electronic interfaces and algorithmic evaluations.

Ensuring genuine equality between different forms of work, therefore, requires a new legislative framework tailored to the digital economy. Such a framework should introduce specialized mechanisms for resolving digital labor disputes. These could include a unified national system for receiving complaints from digital workers and an obligation on platforms to keep electronic work records and make them available when needed.

Accordingly, ensuring genuine equality between different forms of work requires developing a new legislative framework tailored to the digital economy. Such a framework should introduce specialized mechanisms for resolving digital labor disputes. These could include creating a unified national system for receiving complaints from digital workers and requiring platforms to maintain electronic work records and make them accessible when required.

Fifth: The Need to Amend Relevant Laws

The introduction of new forms of work in Egypt's Labor Law highlights potential conflicts with other laws regulating the labor market, most notably the Social Insurance and Pensions Law No. 148 of 2019.

The two laws are closely linked and complementary to each other.

The Labor Law defines workers' rights and obligations, including wages, working hours, and types of contracts. The Social Insurance Law, on the other hand, regulates social and pension protection according to the worker's employment status. For this reason, effective implementation of the new Labor Law requires either legislative alignment or amendments to related laws to ensure consistency and protect workers' rights.

The new Labor Law states that workers in new forms of work are entitled to the same rights as those in traditional forms, including social protection and social insurance. This means they should be included in the social insurance system. However, applying this principle in practice may be difficult. For example, part-time workers often earn wages below the minimum monthly insurable wage set by the Social Insurance Law.

If both employers and workers are required to meet the minimum insurable wage without accounting for the special nature of new forms of work, the result could be extra financial burdens on workers. It could also encourage employers to avoid registering these workers in the social insurance system. To address this, it is necessary to amend the Executive Regulations of the Social Insurance Law so that contributions can be calculated proportionally, based on actual working hours or the nature of the employment.

The new Labor Law allows workers to be employed by multiple employers at the same time. This creates additional complexities, particularly in relation to the collection and payment of social insurance contributions and the division of responsibilities among different employers. The current Social Insurance Law permits combining multiple jobs and paying contributions for all of them

within certain limits. However, applying this in the context of new forms of work remains challenging.

Consider, for example, a worker who suffers an occupational injury while performing tasks for one employer but is registered with another. In the absence of clear regulations, such cases may lead to disputes between insurance funds or employers over who is responsible for covering the worker. This highlights the need for explicit provisions and clear rules to regulate these situations.

The new Labor Law also introduced an end-of-service gratuity for fixed-term workers, payable if the contract—or its renewals—lasts five years or more. In addition, it grants workers the right to a pension at the age of sixty, provided they have made the required social insurance contributions.

These conditions, however, do not fit well with new forms of work. Flexible or intermittent contracts make it difficult to meet social insurance requirements, such as the 180-month contribution period needed to qualify for a retirement pension.

Sixth: Conflicting Provisions Regarding Termination of Employment and End-of-Service

Concerning fixed-term contracts, the law stipulates that the contract expires automatically at the end of its term. The worker, however, has the right to terminate the contract without compensation if it has been extended or renewed for more than five years, provided that the employer is notified three months in advance. Conversely, if the employer initiates the termination after more than five years of service, they must pay a gratuity equivalent to one month's wage for each year of service.

Although this provides reasonable protection in traditional work environments, it loses its effectiveness in the context of new forms of work and platform-based employment. Contracts in these settings are typically short-term and frequently renewed intermittently, allowing platforms or employers to circumvent obligations by keeping the contract duration below five consecutive years.

A contract is considered open-ended only if work continues after its expiration without a written renewal, or if no written contract exists at all, making successive short-term contracts a common tool in digital work environments to avoid end-of-service entitlements.

Concerning unfair dismissal and the role of the courts, the law states that a worker may only be dismissed for a limited set of serious offenses. These include impersonation, forgery, causing significant harm, disclosure of confidential information, engaging in unlawful competition, intoxication, or serious assault. The power to impose dismissal as a penalty rests exclusively with the competent labor court. In theory, this requires employers to seek a court ruling before terminating employment.

In practice, however, this safeguard is often ignored, particularly in new forms of work. Employers and digital platform operators may terminate services directly or through automated algorithmic decisions. Such systems can remove workers from a platform or block their participation without any human review. This practice undermines the protections envisioned by the law, highlighting a clear gap between legal safeguards and actual working conditions in digital environments.

The innovation of the law lies in Article 150, which introduces an expedited mechanism for resolving dismissal disputes within three

months. Under this provision, the court may award the worker wages for a post-dismissal period of up to six months if the documentary evidence supports their claim. The article also obliges the court to reinstate workers who were dismissed for union-related reasons, if the worker requests it.

These safeguards are significant. However, the law still permits employers to terminate contracts with notice—even in cases where the worker has committed no fault—by paying compensation for unlawful dismissal. This allowance contradicts the principle of prohibiting arbitrary dismissal.

Despite the importance of these safeguards, the law still permits employers to terminate contracts with notice—even in cases where the worker has committed no fault—by paying compensation for unlawful dismissal. This allowance contradicts the principle of prohibiting arbitrary dismissal.

The risk created by this contradiction is even greater in new forms of work. Employers and digital platforms can exploit the provision to bypass protections, terminating contracts suddenly through notice letters or automated algorithmic decisions. In such cases, termination may be justified with vague reasons and without real oversight of their legitimacy.

From another angle, Article 157 could be interpreted as limiting a worker's ability to terminate an indefinite-term contract unless they have a legitimate reason. If not, the employer may claim compensation. This article creates a disproportionate restriction, especially in the context of new forms of work. These relationships are often unstable, and workers are expected to have greater freedom to terminate contracts to avoid exploitation or worsening conditions. Yet the

article applies the same restrictions used in traditional employment, overlooking the particular risks and vulnerabilities that digital workers face.

Seventh: Deferred Legal Obligations of Executive Decisions and Their Impact on Law Implementation

The new labor law leaves many substantive regulatory details to be determined through subsequent ministerial decisions, a common legislative approach in the Egyptian context. However, this places an additional burden on the executive authority to complete the legal framework and renders some provisions inoperative until those decisions are issued. This situation creates a state of uncertainty, particularly in areas that the law indicates will be regulated in the future.

At the general implementation level, Article 11 of the law obliges the Minister of Labor to issue the necessary decisions to enforce the law's provisions within 90 days of its entry into force. It also requires the Minister of Justice to issue decisions regarding the specialized labor courts. While this timeframe is relatively short, any delay in issuing these decisions, or their issuance in unclear terms, could hinder practical enforcement, especially since many provisions are general and require further specification.

With respect to new forms of work, Article 100 requires the competent minister, after consulting workers' organizations and employers, to issue implementing decisions within six months of the law's promulgation. These decisions must define the different forms of work, provide contract templates and regulations, specify methods for proving the employment relationship, and establish mechanisms to safeguard workers' rights.

Such decisions are the cornerstone for applying the chapter on new forms of work. They will determine, for instance, whether additional categories, such as freelance work through apps, are included. They will also set out how remote or flexible work contracts should be drafted to reflect their specific nature, and how electronic records are to be maintained and task performance verified. Without these implementing decisions, the current provisions are insufficient to address practical problems or close gaps in emerging contractual relationships.

Article 75 of the law also refers to a ministerial decision that will set the rules for irregular employment and informal sector workers. It also outlines the mechanisms through which they can obtain their rights in line with the intermittent or seasonal nature of their work. This category covers a large segment of workers, including those who provide services intermittently through digital platforms. For this reason, issuing this decision is crucial to ensuring they benefit from legal protection.

There are also numerous other decisions left to executive authorities. These include forming the National Wage Council, identifying professions that require licensing or skill assessment, listing hazardous jobs prohibited for children, regulating work permits for foreign workers, setting rules for labor recruitment companies, and managing emergency aid funds and services for irregular workers.

In all these cases, the practical application of the law remains contingent on the speed and clarity of executive decisions. Any delay, particularly in decrees related to new forms of work, may compel companies or platforms to either refrain from adopting

these models or operate them in a regulatory vacuum, thereby jeopardizing workers' rights.

Eighth: Multiple Employment and Protection of Trade Secrets

Article 98 of the new Labor Law stipulates that “By mutual agreement, in new forms of work, a worker may be employed by more than one employer, provided that the worker refrains from disclosing trade secrets or working for themselves alongside their work with others”.

At first glance, the text seems to grant the worker greater economic freedom by allowing them to work for multiple employers or for themselves, which aligns with the flexible and evolving nature of new forms of work. However, a closer analysis of the text reveals several issues that may strip this right of its practical substance.

First, the text places the burden of maintaining trade secret confidentiality on the worker without providing a precise definition of the concept or specifying its criteria and limits. This ambiguity opens the door to broad interpretations by employers, allowing them to impose excessive restrictions on the worker's freedom of mobility or ability to work independently under the pretext of protecting business interests.

Second, linking the worker’s right to engage in multiple employments to the condition of mutual agreement, without establishing minimum standards to safeguard the worker’s freedom, opens the door to exploitive contractual
practices. A worker could be forced to sign clauses that restrict professional activity outside their primary employment, including non-compete terms that prevent them from benefiting from other

employment opportunities, even in the absence of an actual conflict of interest.

Thirdly, the article does not address the issue of reconciling the worker's time and professional obligations toward multiple employers. This gap may allow employers to impose strict exclusivity clauses that prevent workers from engaging in any additional activities, even if they do not affect their primary work, effectively restricting their right to earn a lawful income.

The risks associated with these issues are amplified in digital work environments, where many digital workers perform fragmented tasks across multiple platforms. Without clear legal protection, platforms may invoke non-disclosure agreements as a pretext to penalize workers or terminate their services, even in the absence of any actual harm or breach of trade secrets.

Furthermore, the absence of a clear definition of "trade secrets" in this context allows employers to restrict a worker's right to hold multiple jobs under the pretext of protecting commercial interests. This imposes unjustified limits on workers' freedom to improve their income.

It is therefore essential for the law to include precise criteria that define "trade secrets" narrowly and specifically, ensuring the concept is not misused to curtail workers' rights. The law should also explicitly prohibit disproportionate restrictions on multiple engagements, particularly in sectors where such arrangements are an inherent part of the employment model, such as platform work.

Striking a balance between protecting employers' legitimate interests and safeguarding workers' economic freedom requires a legal

framework that is both precise and flexible. Such a framework must reflect the realities of the digital economy and flexible work while upholding fundamental labor rights.

Conclusion

The legal gap in regulating platform-based labor remains wide and multifaceted. It reflects the absence of comprehensive frameworks that respond to the profound transformations of the digital labor market. This gap means that existing laws fail to provide adequate social and economic protection for platform workers, leaving them vulnerable to exploitation and legal circumvention.

The new Egyptian Labor Law has taken a positive step by including new forms of work, such as platform-based work, within its scope. Yet, this initial recognition has not been translated into practice or institutional frameworks capable of governing digital labor relations.

The challenge is to transform this recognition into an effective protection system that guarantees fundamental rights, including a minimum wage, regulated working hours, paid leave, and end-of-service gratuity. In reality, these protections remain largely absent, as many workers continue to be classified as independent contractors or service providers.

Digital companies exacerbate this situation by evading responsibility through standard-form contracts or indirect hiring via intermediaries. This practice complicates accountability, as seen with certain platforms in Egypt that delegate employment and insurance obligations to third-party companies without clear liability.

In addition, most labor-related laws lack provisions regulating digital labor. While partial attempts exist, such as the ride-hailing law, they remain limited and fail to cover emerging forms of digital labor, particularly in fields like programming, design, or digital content. This sector is also marginalized in terms of its right to unionize and participate in social dialogue. Existing labor unions

have not adapted their structures to include these workers, and the law does not recognize them as a party in collective bargaining mechanisms.

This gap also reflects the slow pace of legislation compared to the rapid expansion of the digital economy. Platform workers are increasing every year, while the laws remain rooted in traditional industrial models of employment. Oversight is equally weak. Inspections rely on physical workplaces and lack the technological tools needed to monitor conditions in digital environments.

Taken together, this analysis shows that the right to decent work, as recognized in international conventions, faces fundamental challenges in the digital economy. Digital platforms promote themselves as a way out of unemployment, but the reality is different. Work mediated by platforms is characterized by apparent flexibility combined with insecurity, algorithmic management that supplants human oversight, and a transfer of most costs and risks to the worker.

Urgent legislative and institutional reforms are needed to establish a balanced relationship between platforms and workers. The first step is to update existing laws so that platform workers are recognized within the legal definition of "worker." But legal provisions alone are not enough. Enforcement must be ensured through oversight mechanisms designed for digital work.

Adopting standardized and fair contract templates is another essential step. Clear and balanced contracts can formalize the legal relationship and prevent companies from shifting all risks to workers. Flexible mechanisms must also be introduced to integrate these workers into social insurance and healthcare systems, with platforms

required to share responsibility.

No reform will succeed without recognizing workers' rights to self-organize and bargain collectively. Representative bodies, whether unions or cooperatives, are vital for strengthening workers' ability to negotiate and secure improvements. Effective dispute resolution mechanisms, such as complaint offices or independent committees, should also be established. In addition, algorithms that govern the employment relationship must meet a minimum standard of transparency.

Ultimately, civil society has a crucial role to play. It can raise awareness, provide legal support, and organize advocacy campaigns to influence public policy. Collecting accurate data on the number of workers, their income, and their working conditions is also essential for designing policies that are evidence-based and responsive to reality.