WORKING PAPER

THE NETHERLANDS: PRECARIOUS EMPLOYMENT IN A CONTEXT OF FLEXICURITY

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The aim of this chapter is to review the extent and distribution of precarious employment in the Netherlands in the context of Dutch debates, especially around 'flexicurity' and policies aimed at achieving a better balance between employment and private and family life.[1] Insights are offered into legal instruments which might improve the position of workers with flexible employment contracts and further weaken dominant male norms in employment. To what extent have legislation and case law so far addressed the risks related to various forms of precarious employment? Which gaps still remain?

In the Netherlands most workers, including part-time workers, are employed on the basis of open-ended employment contracts which enjoy statutory employment protection and social security benefits such as unemployment insurance and old-age pensions. Precarious working relations are usually called 'flexible employment relations' (*flexibele arbeidsrelaties*) in the Netherlands. These employment relations differ from standard employment relations in terms of working hours or duration of employment. Flexible employment contracts are defined by Statistics Netherlands as contracts without a fixed relationship or specified duration. These are mainly for temp workers, fixed-term or flexible workers, and workers on call (CBS 2008). Some of these

groups might have a precarious working relationship. For example, sometimes groups of workers employed on (successive) fixed-term contracts and temp workers have no employment protection, which might entail job insecurity. Some groups of workers only have access to certain schemes of statutory social security on a voluntary basis; they lack employment protection and do not build up any pension rights. This is true for domestic workers (mostly women) usually working less than four days a week for a private person. Similarly, the precariousness of self-employment depends on its form and context. The position of a self-employed person who is economically dependent on only a few clients might be rather precarious as regards income security and social protection.

In order to gain some insight into the different forms of precarious employment — who works in which forms and in which sectors and occupations — the data of Statistics Netherlands are used. The definitions of the employed labour force used by Statistics Netherlands differ for most national statistics and international statistics. According to the national definitions on the one hand, the employed labour force includes all persons working at least 12 hours a week (CBS 2008). Because national statistics do not provide data on those working less than 12 hours a week the work patterns of more than 16 per cent of all employed women and 7 per cent of all employed men are often disregarded (SCP and CBS 2006: 78; te Riele and Siermann 2007). Young workers, women with (young) children, and older workers are over-represented in this group and this group of workers probably suffers more precariousness than others (Wilthagen 2004). On the other hand, the international definition of the employed labour force includes all persons

working at least one hour per week. The discussion below mainly relies on the national statistics, but it refers on occasion to discussions using the broader definition.

TRENDS AND FORCES

General developments

Since the 1990s, developments in Dutch labour law in relation to employment and social protection have meant that some groups working with flexible employment relations now enjoy better working conditions than in the past. Some improvements are due to the European Community (EC) legislation — in particular Directives — on equal treatment and case law of the European Court of Justice (ECJ). EC Directives have to be implemented in national law, which has to conform to EC law, as interpreted by the ECJ in its binding judgments. Dutch equal treatment legislation closely follows the developments in European Union law (Asscher-Vonk and Hendriks 2005).

Furthermore, the so-called ‘flexicurity approach’ was developed at the national level. Since the late 1990s, the Dutch social partners have developed policies to enhance the flexibility of the labour market in order to improve competitiveness in a context of increasing internationalization and globalization. The debate on flexibility and security is at the core of developments towards more labour market flexibility, including working time and working hours. The main dilemma in this debate is how the flexibility of working time, employment contracts, and working conditions can be realized without sacrificing employment security and employees’ rights. An important issue is how to

create a better work–family balance in light of the increased participation of women in the labour market. Women's share in employment has been small, only growing strongly during the last few decades. The employment rate for working-age (15-64 years) women is at 67.7 per cent, still significantly lower than the male employment rate (80.9 per cent) (European Commission 2007a: 304). Recently adopted Dutch legislation, such as the *Act on Working Time Adjustment*, the *Act on Work and Care* and several provisions in the *Act on Working Time*,[2] is aimed at a better balance of work and private and family life.

In the Dutch context, social partners have quite a bit of influence on social policies, as the working conditions of most employees are defined in collective agreements, regardless of whether or not they are a union member. Though only one out of four employees was a member in 2000 (Van Cruchten and Kuijpers 2003), collective agreements are often generally applicable, covering workers in certain companies or a specific sector. Sometimes instruments developed by social partners find their way into legislation, as in the *Act on Flexibility and Security* (Burri 2007).

The 'flexicurity approach', drawn from the Dutch and Danish experiences, seems now to be embraced by the EU in its social policies (Wilthagen and Tros 2003; European Commission 2006; see also O'Connor, this volume; and Fagnani and Letablier, this volume). The EU adopted common principles on flexicurity in 2007 (European Commission 2007b). According to the European Council, flexicurity should support gender equality by promoting equal access to quality employment for women and men

and by offering measures to balance work, family and private life. The author believes that facilitating such balance should be a key aspect in the flexicurity approach.

Forms of precarious employment

In the Netherlands more than eight out of ten employed persons working at least 12 hours a week (national definition of the employed labour force) had a permanent job in 2005 (SCP and CBS 2006: 82; CBS 2006: 74), meaning they worked a fixed number of hours per week on an open-ended employment contract or for a period longer than a year. The percentage of self-employed persons was 12 per cent. Seven per cent were in a flexible employment relationship, one-third of whom were temporary agency (or 'temp') workers (*uitzendkracht*), 23 per cent under on-call contracts (casual work or work on demand, *oproepcontract*) and 44 per cent on a fixed-term contract (*arbeidsovereenkomst voor bepaalde tijd*) for a period of less than a year or with flexible working hours per week. Recent developments indicate that employers are more inclined to offer permanent employment contracts when the economic trend is favourable. When companies face more difficulties, they tend to work with flexible employment relations (Knegt *et al*. 2007: 14).

Differences in working patterns between women and men

When analyzing different forms of precarious employment, the differences in labour market participation and in the working patterns between women and men are critical.[3] The employment rate for all women aged between 15 and 64 has increased over the past

decade (from 53.8 per cent in 1995 to 67.7 per cent in 2006) and has remained constant since 2002. The participation of men, on the other hand, has remained stable since 1998 at approximately 80 per cent (European Commission 2007a: 304). The proportion of women who stay at home in order to care for their children and household is falling, though it is still substantial. Currently, there is no longer much difference in the labour market participation of women with and without children. However, there are sharp differences by education. In 2005 nearly 80 per cent of women with a higher educational level, a partner and children aged under 17 years participated in the labour market compared to only 17 per cent of women with a lower educational level in the same family situation. The participation rate of young fathers with an intermediate or high educational level is generally high, at over 90 per cent in 2005 (SCP and CBS 2006: 75).

In 2005 employed women were more often in permanent jobs than employed men, and they were also slightly over-represented in flexible employment relations (Table 8.1).

Fewer women were self-employed than men. Women were more likely to be in casual jobs and were also more often employed on a fixed-term contract and/or without a fixed number of hours a week (Table 8.2). They were less often employed as temp workers than were men (SCP and CBS 2006: 82). Self-employed persons who are economically dependent, that is, reliant on just one or only a few clients, form a group who would merit more attention, both in research and in policy (EIRO 2002; Perulli 2003). It seems that in the Netherlands an increasing number of self-employed persons are working without personnel (Knegt *et al*. 2007: xi).

Table 8.1 Distribution of employed men and women by employment status, the Netherlands, 2005 (%)

	Permanent	*Flexible*	*Self-employed*	*All employed*
Men	79	7	14	100
Women	82	9	9	100

Source: SCP and CBS 2006: 82.

Table 8.2 Distribution of employed men and women in flexible employment relations, the Netherlands, 2005 (%)

	Casual	*Temporary agency*	*Fixed-term and/or no fixed working hours*
Men	1	3	3
Women	3	2	4

Source: SCP and CBS 2006: 82.

Part-time work

Characteristics of part-time work

Most persons working part-time are employed on a permanent contract, with an agreed working time below the usual number of the daily or weekly working hours. Persons working in flexible employment relations can also work part-time, but they are often not counted as part-time workers in the statistics of Statistics Netherlands (CBS 2008). Part-time work is widespread in education, in healthcare and the social sector, as well as in the hotel and catering industries. Nonetheless, there are many sectors and jobs where part-time work is highly uncommon, especially in sectors dominated by men and in higher positions.

Part-time work is very common amongst women. In 2005, 16 per cent of all women of the entire employed labour force worked 1–11 hours a week, compared to only 7 per cent of men (not included in the national definition of employed). Of all women belonging to the employed labour force working more than 12 hours a week, 68 per cent worked 12–34 hours a week and 32 per cent worked full-time (more than 35 hours a week). The percentage of employed women working full-time has decreased from 42 per cent in 1995. By contrast, men generally work full-time or in part-time jobs of more than 28 hours a week. Of all men belonging to the employed population working more than 12 hours a week, 86 per cent had a contract for 35 hours a week or more, and 8 per cent worked between 28–34 hours a week (SCP and CBS 2006: 78). If men work part-time, it is generally at the beginning of their career, combining work and study, or just before retiring.

Employed women work much lower average hours than employed men, 25 hours a week, compared to 37 hours for men. Women with higher educational levels are more often employed in jobs of 35 hours a week or more, while women with lower educational levels often work 12 to 19 hours. The lower number of women in paid work and their high incidence of part-time work results in a much lower female full-time equivalent (0.42 compared to 0.72 for men) (SCP and CBS 2006: 78–9).[4] As a result, men are more likely to be economically independent than women. In 2004 only 42 per cent of all women aged 15 and 64 years were economically independent, compared to 69 per cent of men (SCP and CBS 2006: 192).[5]

The working-time patterns of parents reflect the gendered division of paid and unpaid work. Only 6 per cent of the couples between 25 and 49 years with children choose to have both parents work full-time (compared to 38 per cent of those without children). Most couples with children choose the option of the man working full-time and the woman part-time, the so-called 'one-and-a-half scenario' (47 per cent, compared to 36 per cent of partners without children). The male-breadwinner model is still rather common in the Netherlands; in one out of three couples with children, the man works full-time while the woman is not engaged in paid work (compared to 16 per cent of couples without children) (SCP and CBS 2006: 76).

Prohibition of indirect sex discrimination in relation to part-time work, and equal treatment regarding working time

The prohibition of indirect sex discrimination in relation to part-time work has contributed to improving the working conditions of part-time workers, especially in relation to access to occupational pensions and training facilities (Tobler 1999; Burri 2000; Traversa 2003). According to the EC Directive on part-time work, all Member States of the EU are obliged to implement the principle of equal treatment between part-time and full-time workers in their national law.[6] Since 1996, a specific law has prohibited differences based on working time, unless such differences are objectively justified.[7] The points of departure in this rule are the differentiation of working time — the full-timer is not always the point of reference — and high quality part-time work. The employer (including the public sector) is prohibited from differentiating on the basis of working time between employees in the conditions under which a contract is concluded,

continued, or terminated, unless the difference is objectively justified. The aim has to be legitimate and the means of achieving that aim has to be appropriate and necessary. The Dutch Equal Treatment Commission issues non-binding opinions on request regarding the application of these rules. The procedure is expeditious, easily accessible and free of charge.

General exclusions of part-time workers in legislation have been abolished. An evaluation of the *Act on Equal Treatment regarding Working Time* indicates that 2 per cent of the collective agreements studied did not apply to part-time contracts for a few hours. This group of workers, therefore, did not enjoy the additional employment rights provided in those collective agreements (Arbeidsinspectie 2004). Instead of general exclusions, however, more specific provisions that differentiate amongst groups of employees have been adopted in sectoral collective agreements. Since the law came into force, two out of every five employers have adapted terms of employment or fringe benefits of part-timers in order to comply with the law. This is a rather high percentage, testifying to the impact of the law.

Flexibility and security — flexicurity

In order to improve the working conditions of employees with flexible employment contracts and to offer more flexibility to employers, the *Act on Flexibility and Security* came into force in 1999.[8] This Act has reinforced the position of employees with casual work, work-on demand or on-call contracts. It has broadened the possibilities for *prolonging* fixed-term contracts, but at the same time limited the possibilities for

successive fixed-term contracts. If certain conditions are met, a fixed-term employment contract becomes a permanent contract. This Act allows the unions and the employers' organizations to deviate from the national legal provisions on certain points by collective agreement. Two extensive evaluations have been carried out in order to measure the effects of the Act in practice (Van der Toren *et al*. 2002 and Knegt *et al*. 2007). The first evaluation in 2002 indicated that most collective agreements had been amended in order to comply with the new legislation (Van der Toren *et al*. 2002). In 2001, only a few collective agreements provided more flexible arrangements. The second evaluation in 2007 shows that the period during which fixed-term contracts can be offered has been prolonged in several collective agreements. Meanwhile, it is doubtful whether all Dutch provisions conform to the EU Directive on fixed-term work (1999/70) (see § 2.5.3).

Presumptions

The main changes introduced by the *Act on Flexibility and Security* concern, in the first place, two refutable presumptions relating to the employment contract and the number of hours worked. A person who works weekly during three consecutive months, or for not less than 20 hours per month, is presumed to perform such work pursuant to a contract of employment (Article 7:610a CC). Furthermore, where a contract of employment has lasted for at least three months, the contracted work in any month is presumed to amount to the average number of hours worked per month in the three preceding months (Article 7:610b CC). Both evaluations of the *Act on Flexibility and Security* show that there has been little litigation in court concerning these presumptions

(Van der Toren *et al*. 2002: vi; Knegt *et al*. 2007: viii). Nevertheless, on this point the law has had a preventative effect, since employment contracts are now formulated more clearly. Employees working more (or fewer) hours than stipulated in their employment contract have a legal tool to ensure that the number of working hours indicated in the contract matches the actual number of hours worked.

Casual work, work on demand and on-call work

This group of flexible employment relations includes workers who work on demand or on-call without a fixed working time. This kind of work is rather common in the hotel and catering industry and in other service industries.

Since the *Act on Flexibility and Security* entered into force, employers have been legally obliged to clearly determine the hours of work of certain groups of casual workers. Where a period of less than 15 hours of work per week has been agreed upon and the hours during which the work must be performed have not been fixed, or if the working time has (clearly) been fixed, the employee shall be entitled to a remuneration of three hours for every period of less than three hours in which s/he performed work (Article 7:628a CC). Many employers replaced on-call contracts by part-time contracts or fixed-term contracts after the *Act on Flexibility and Security* entered into force. According to the 2007 evaluation, two out of three employers indicate that they apply this provision as regards the minimum remuneration. However, fewer than one out of four (18 per cent) casual workers who are entitled to a minimum remuneration indicate that they actually receive it (Knegt *et al*. 2007: vii). This clearly does not correspond to the aims

of the law. However, it would appear that this legislation has, in general, strengthened the position of most casual workers.

Fixed-term contracts

According to Dutch law, a fixed-term employment contract is automatically terminated without notice by the employer or the employee after a designated period of time. Research shows that men are less likely to take fixed-term employment contracts than women (Hu and Tijdens 2003). High school graduates are often employed on the basis of fixed-term employment contracts, and often such contracts are offered to workers entering the labour market after finishing their studies. Such contracts are more widespread in the commercial sector and the hotel and catering industry. Research shows that workers with a fixed-term contract, in particular when working part-time, received a lower income than workers working on permanent full-time employment contracts (Hu and Tijdens 2003: 30).

Since the *Act on Flexibility and Security*, employers have had more possibilities to renew fixed-term contracts. On the other hand, restrictions are imposed on successive fixed-term contracts (Article 7:668a CC). If successive fixed-term employment contracts are concluded over a period of 36 months or more, with intervals of a maximum of three months each, the last employment contract shall be deemed to have been entered into for an indeterminate term. This is also the case if more than three fixed-term employment contracts have succeeded one another with intervals of not more

than three months each (the '3 x 3 x 3 rule'). Deviation from this rule to the detriment of the employee is possible by collective agreement.

In 2001, most collective agreements had included the new legal provision on successive fixed-term contracts, with some providing more possibilities for flexible arrangements and others fewer (Van der Toren *et al*. 2002: vii). Since the Act came into force, the number of fixed-term employment contracts has increased, while work on demand or on-call work has decreased. Many fixed-term contracts have been renewed in 2001 and many permanent contracts have been agreed upon. However, fixed-term contracts are now more often used as a period of probation (the legally fixed period of probation is a maximum of two months). In 2001, in only 10 per cent of all cases did employers interrupt successive fixed-term contracts for a period of more than three months in order to avoid a permanent contract. The findings of the 2007 and 2002 evaluations are similar (Knegt *et al.* 2007).

In the short term, the *Act on Flexibility and Security* seems to have strengthened the position of employees with successive employment contracts covering a long period of time. In cases where the employee is offered a permanent contract, this naturally constitutes an improvement, especially with regard to employment protection. According to the 2007 evaluation, the social partners used the possibility to deviate from the legal provisions in collective agreements (Knegt *et al.* 2007). Sometimes the deviation led to better employment protection; for instance, when the number of successive contracts is less than three (mostly two). In other collective agreements, more than three successive fixed-term contracts are still allowed.[9] Furthermore,

derogations regarding the maximum period that an employer can offer fixed-term employment contracts have been found in 30 collective agreements. In 13 of these collective agreements the period was longer than three years (five or six years) or even not defined. In 2004, 14 collective agreements had adjusted the period between two fixed-term contracts to generally less than three months. In nine collective agreements the statutory rule on successive fixed-term employment contracts was rendered inoperative. It is clear that some of these derogations in collective agreements are weakening the employment protection of the group of workers concerned.

It is doubtful whether all these derogations regarding the possibilities to conclude successive fixed-term employment contracts are in conformity with EU law, in particular Directive 1999/70.[10] Provisions in Dutch collective agreements that stipulate that fixed-term contracts are only considered to be successive when they succeed each other without, or with rather short, intervals clearly form a breach of EU law. The Dutch Minister of Social Affairs has announced a proposal to amend the *Act on Flexibility and Security* in such a way that derogations from the period of the minimum period of three months will no longer be possible (Donner 2007).

The EC Directive on fixed-term work was implemented in the Dutch Civil Code in 2002.[11] It is prohibited for employers to differentiate working conditions between employees based on the temporary or non-temporary character of their employment contract, unless such a difference is objectively justified.[12] These provisions are modelled on the *Act on Equal Treatment regarding Working Time* discussed above. A similar provision applies to civil servants.

Temporary agency work

A temp worker employed by a temporary work agency has an employment contract with such agency with a view to working for a third party for a certain period of time (CBS 2008; Tijdens *et al*. 2006). This work has been increasing since the mid-1990s, (CBS 2006: 72). This increase is partly due to the fact that such temporary agency work has been allowed in all sectors since the *Act on Flexibility and Security* entered into force. Though a Directive is not yet in place, the Council of the European Union has recently adopted a Common Position with a view to agree on a Directive on Temporary Agency Work (Council of the European Union 2008).

Men, young workers and those with a lower educational level are more likely to work for temporary work agencies. Most are working in the industrial sector, with concentrations in the hotel and catering industry and in transport and storage. The great majority of temporary agency workers (61 per cent) take such employment contracts in order to get a permanent job. In 2004, 20 per cent of the group looking for a permanent job were offered a permanent employment contract, compared to 7 per cent of those not seeking a permanent job (CBS 2006: 74).

To some extent, the position of temp agency workers has become stronger since the implementation of the *Act on Flexibility and Security*. Article 7:668a CC on successive fixed-term contracts applies to such workers after they have performed work for more than 26 weeks. However, unions and employers' organizations can agree on somewhat

more lenient rules in collective agreements on temporary work. In some collective agreements, temp workers are entitled to a permanent contract only after longer periods of time than the legal provision stipulates (Knegt *et al*. 2007: 78-80). Successive temporary contracts are, therefore, still possible in many cases. A positive effect of the Act, however, is that more temp agency workers are now building up pensions than before and are more often entitled to training facilities.

Differentiation of working time during one's lifetime

The needs of workers, in particular workers who are combining work and care, are often met by increased possibilities to adjust working time and/or weekly working hours to their personal needs during their career and leave facilities. In the Netherlands, the so-called life-course approach (*levensloopbenadering*) is subject to research and has led to various new legal instruments and amendments of existing provisions. Legislation has been adopted to allow for the differentiation of working time and to facilitate a better balance between work and private and family life. It should be mentioned that the lack of adequate child-care facilities makes it difficult to strike the right balance between paid work and family responsibilities. Thus, in terms of the reproductive bargain (Gottfried, this volume), families (primarily women) retain primary responsibility for caregiving.

An important instrument to enhance the possibilities of differentiation of working time during one's lifetime is the *Working Time Adjustment Act*, which came into force in 2000.[13] Employees and civil servants have been given the possibility to reduce or

extend their working time, unless serious business-related reasons preclude this. Furthermore, according to the *Act on Working Time* the employer is obliged to take the personal circumstances of workers into consideration when establishing individual working time patterns, as far as this can be reasonably demanded.[14] An *Act on Work and Care* entered into force in 2001, allowing for different kinds of paid, partially paid or unpaid leave for workers with family responsibilities, for example, short and long-term care leave.[15] Since 1991, Dutch employees have enjoyed an unrestricted statutory right to unpaid (part-time) parental leave up to half of the weekly working time for a maximum period of six months that can be taken until the child reaches the age of eight. A small percentage of employees are entitled to leave on reduced pay pursuant to collective agreements. Furthermore, a parent making use of the possibilities offered by a life-course instrument is entitled to tax incentives of maximum of €650 a month in case of full-time parental leave.

The Working Time Adjustment Act

The adjustment of working time has been a matter of political debate concerning employment strategies and equal opportunities since 1993 (Burri *et al*. 2003; Burri 2005). Since 1994, most Dutch public servants have had the right to reduce their working time, unless serious interests of the service preclude it. Since 2000, the *Working Time Adjustment Act* applies to all employers, except those with fewer than ten employees. The starting point of the law is that the flexibility of working time can meet both the needs of companies and workers. The law grants employees a restricted statutory right to reduce or extend their individual working time resulting in a change to

their employment contract. The provision on the extension of working time is not imperative; derogations are allowed in collective agreements. However, no derogations are permitted regarding the right to reduce working time. A worker who has been employed for at least one year by the employer can request a working-time adjustment. The employer is obliged to grant the requested change in working time unless this is precluded by serious work-related reasons. If the request is granted, the employer determines weekly work hours in conformity with the wishes of the employee. The distribution of working hours may be amended; however, only in cases where the employer has such a reasonable interest that the wishes of the worker have to give way.

Working-time adjustments in practice

An evaluation of the *Working Time Adjustment Act* has been carried out (MuConsult 2003) and discussed in Parliament. The main conclusion of the Dutch government is that the adjustment of working time has become easier since the Act entered into force (de Geus 2004). In practice, most requests are dealt with on the basis of mutual consent between the employer and the employee.

There has been an increase in requests for working-time adjustment. Five out of six large businesses and one out of six small businesses have received requests to reduce working time. More than half of the requests for a reduction of working time were granted; one in 10 was partially granted; and a quarter of the requests were rejected. The partial grants almost always concerned the number of hours that the employee wished to work. In practice, the distribution of hours is hardly ever an issue. Requests to extend

working time are granted less often: 39 per cent of the requests were accepted, 23 per cent were partially accepted and 14 per cent were still being considered at the time of the research (MuConsult 2003: vi). There is relatively little litigation on working-time adjustment.

IMPLICATIONS AND CONCLUSIONS

In the Netherlands, as in many other countries, the worker nowadays is less often an employee working full-time with fixed working hours and a permanent employment contract for the entire length of his/her career. New ways to organize work should entail enhanced possibilities for men and women through a differentiation in working time, adapted to the changing needs of workers during their lifetime. This also requires high-quality part-time work with good working conditions, possibilities to adjust working time and long-term (paid or at least partially paid) leave that meets the needs of employees. Structural change requires that current standards, like the full-time norm, are challenged and changed. Thus the question is whether and how the law can contribute towards realizing such ideas. Would a life-course scheme be able to address some of the problems mentioned here?

The impact of the *Act on Flexibility and Security* has been mixed. Where derogations allowing for more successive fixed-term contracts than specified in the Act have been agreed by social partners in collective agreements, certain groups of workers enjoy very little employment protection and are more vulnerable in times of economic recession.

However, the case law of the ECJ strengthens the position of workers with successive fixed-term contracts and Dutch legislation needs to be amended accordingly.

The evaluations of the *Act on Flexibility and Security* show that on-call contracts have become less popular. Employees are increasingly offered part-time and fixed-term contracts, which generally entail more income security and better working conditions than on-call contracts, reducing precariousness. However, this increase in income security has gone hand-in-hand with a decrease in the flexibility of working time, which casual workers may sometimes perceive as a disadvantage. This could explain why only a quarter of all flexible workers assess the effects of the legislation as positive (Van der Toren *et al*. 2002: xiii).

In many documents on flexicurity the issue of the balance of work and private and family life currently seems less dominant in the debate in most countries or at European level. The author believes that the challenge of the flexicurity debate is how to develop a broader approach, in which the dominant male standards in paid work are examined at a more fundamental level. Only then can some forms of structural discrimination which affect certain groups of workers engaged in forms of precarious employment be tackled.

More than in other countries, part-time work is a structural feature of the employment pattern for workers in the Netherlands, especially for women. Many mothers still interrupt their careers in order to take care of their children. A career break certainly has disadvantages and entails certain risks, some of which are similar to those connected to part-time work. The disadvantages and risks of part-time work are less evident than in

the case of a career break, but are nevertheless undeniable and increase as the number of working hours decreases. The income gained from a minor part-time job is generally insufficient to attain economic independence. On-call and part-time employees working less than 12 hours a week are sometimes not entitled to rights pursuant to collective agreements. Career possibilities for part-time workers and employees on fixed-term contracts are often limited. Research shows that temporary work arrangements, either on a full-time or part-time basis, decrease life enjoyment. Yet, part-time work seems to have positive effects on the quality of life. This holds true especially for women and older employees (Nierop 2003).

The quality of part-time work has been improved by the application of the prohibition of indirect sex discrimination and the Act on differences based on working time. In the Netherlands, part-time work appears to be increasingly accepted as normal. Research has shown that not only women but also men would like to reduce their working time. However, due to the loss of income, and the fear of harming their careers, men are less inclined than women to take steps to adjust their working time. On the other hand, women, especially those with minor part-time employment, would like to extend their working time (MuConsult 2003: v-vi).

Potentially, the *Working Time Adjustment Act* may contribute to weakening the dominance of the full-time norm and to further differentiating working time. It has certainly extended the possibilities to increase or reduce working time for large groups of workers. However, workers in companies employing less than 10 people often have no such rights and they (typically women) may leave their jobs to provide family

care. When workers quit their job voluntarily, they forfeit income and social security protection and may also have problems finding suitable work when they try to re-enter the labour market.

Depending upon the groups making use of the possibilities offered by the law, and the underlying reasons for their choices, the extent to which the law can contribute to a change in the existing gendered division of roles remains to be seen. It is likely that more women than men will continue to take the income and career risks that a reduction of working time entails, as women still earn less than men. Addressing the risks related to temporary career breaks or a reduction of working time needs to be an integral part of a policy designed to encourage more differentiation of working time during one's lifetime. Proposals to facilitate transitional labour markets and to address the emergence of new social risks have been developed in advisory opinions (SER 2001; Leijnse *et al*. 2001) and in academic literature (O'Reilly *et al*. 2000; Schmid 2002a, 2002b). Up to now, however, such structural approaches have received relatively little attention from policy makers. A new law has recently entered into force that includes tax incentives to allow employees to save up for future leave, but this law is very modest.[16] Up to now, individual choices such as part-time work have been favoured in Dutch policy. Instruments addressing structural gaps still remain to be developed.

Finally, in addition to these concerns, certain groups in precarious employment still receive little attention from policy makers. This is true for domestic workers (mainly women) who work less than four days a week for a private person. Remedying this situation remains an important challenge for policy.

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[1] Earlier and modified versions of the research presented here can be found in: Burri (2006: 307–27) and Burri (forthcoming).
[2] *Wet aanpassing arbeidsduur, Stb. 2000: 114; Wet arbeid en zorg, Stb. 2001: 567* and *Wijziging Arbeidstijdenwet en Burgerlijk Wetboek ter verruiming van zeggenschap van werknemers over arbeidstijde*n, *Stb*. 2003: 141.
[3] See Roes (2008) for a recent overview of available research in English.
[4] These national statistics do not include persons working less than 12 hours a week.
[5] According to the definition used by Statistics Netherlands, a person who earns an income from employment or self-employment that amounts to 70 per cent of the minimum wage is economically independent. In 2008, this amounted to €812 a month.
[6] Directive 97/81 (part-time work), OJ 1998, L 14/9.
[7] *Act on Equal Treatment Regarding Working Time* (*Wet verbod van onderscheid naar arbeidsduur*), *Stb.* 1996: 391.
[8] *Wet flexibiliteit en zekerheid, Stb.* 1998: 300.
[9] Derogations on this point were found in 23 of 110 collective agreements studied in this research, in half of the collective agreements the number of successive fixed-term contracts was less than three, in half it was more than three (Knegt *et al.* 2007: vi).
[10] See in particular the *Adeneler* case of the European Court of Justice: ECJ 4 July 2006, case C-212/04 *Adeneler* [2006] ECR p. I-6057.
[11] Directive 1999/70 , OJ 1999, L 175/43; *Equal Treatment Temporary and Permanent Employees Act* (*Wet tot uitvoering van richtlijn 1999/70/EG betreffende de raamovereenkomst voor arbeidsovereenkomsten voor bepaalde tijd*), *Stb.* 2002, 560.
[12] See, on the application of Directive 1999/70, ECJ 13 September 2007, Case C-307/05, *Del Cerro Alonso*, [2007] ECR p. I-7109.
[13] *Wet aanpassing arbeidsduur, Stb.* 2000: 114.
[14] *Wijziging Arbeidstijdenwet en Burgerlijk Wetboek ter verruiming van zeggenschap van werknemers over arbeidstijden, Stb.* 2003: 141.
[15] *Wet arbeid en zorg, Stb*. 2001: 565; see for amendments *Stb.* 2005: 115 and 2005: 274.
[16] *Wet aanpassing fiscale behandeling VUT/prepensioen en introductie levensloopregeling, Stb.* 2005: 115.