

THE EMPLOYMENT CONTRACT AS AN EXCLUSIONARY DEVICE

An Analysis on the Basis of 25 Years of
Developments in The Netherlands

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PREFACE

Despite its basic simplicity, the employment contract has for some time been absorbing all kinds of matter that had initially, and intentionally, been left out of its scope. Welfare states have used the employment contract as a 'point of application' for socio-economic policies. Is the result that the employment contract is now being overloaded? Are there significant changes in what matter is excluded from, and what is included in the employment relation?

Seven researchers, participating in the Hugo Sinzheimer Institute (HSI) of the University of Amsterdam, have analyzed the employment contract from the perspective of inclusion and exclusion, in particular by analyzing developments in four areas of regulation (sickness, care, training, pensions) in the Netherlands during the last 25 years. Applying a specific theoretical perspective, this book is bringing together results of HSI research projects that have been framed by our research program 'Rearrangement of responsibility in labour relations'. While research continues to generate new insights, a book like this is, for us, both a moment of reflection on its results and a way to share the results with other researchers and all those readers who share our interest in reflection on developments in labour law and labour relations. We hope that both its theoretical perspective, and its way of making developments in Dutch labour law accessible to an English-reading audience, will contribute to the international scientific discussion on the regulation of labour relations.

The findings that are presented in this book have been a subject of discussion at the yearly Sinzheimer Lecture that our institute organized at 7 November 2007, at which Prof. Mark Freedland and Prof. Colin Crouch have commented upon the book. We like to dedicate this lecture and this book to Prof. Paul van der Heijden who has been Scientific Director of HSI since the foundation of the institute until 2002. Although, after being appointed rector of the University of Amsterdam in 2002, he has not been actively involved in the institute any more; his recent switchover to the University of Leiden is a proper occasion to call to mind his merits for the institute, that under his direction developed into a leading research centre in the field of labour and law, for which we are very grateful.

Prof. Evert Verhulp
Scientific Director HSI