

CHAPTER 13

THE CHANGING STRUCTURE OF WORK AND THE ROLE OF THE COVID 19 PANDEMIC IN THE SECURITY-FLEXIBILITY DILEMMA

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DOI: 10.26650/B/SS10.2023.001.13

ABSTRACT

The concept of flexicurity, which was put forward to ensure that employees can work in a decent environment, has not achieved the expected outcomes over the years due to technological developments and some impositions of the economic system. Globalization and the development of communication technologies have profoundly affected the labor market. The fundamental dynamics of the working environment, which is desired to be balanced with the concept of flexicurity, have changed to a great extent due to the decreasing demand for labor and the increase in labor supply. The image of flexicurity has not made the desired contribution to the provision of justice in working life since problems that are much different and more complex than the ones it is aimed to solve have emerged and have not been developed to solve them. Naturally, wages were formed at an increasingly lower level; ostensibly, "independent" workers were employed instead of employees. In this way, employers tried to escape from the responsibilities imposed on them by labor laws. Every day, more and more people have to join the group of "independent" workers who do not have any security and are manipulated by the employer as desired and whose contracts can be terminated without incurring additional costs (severance pay, notice pay, etc.). With the Covid 19 epidemic, the unfair working conditions that this group is exposed to, which are called "quasi employee" in the legal literature and "precarariat" in the social policy literature, have become even more visible.

Keywords: Flexicurity, Dependency, Digitalisation

Introduction

Working life is a set of balances established between employees and employers to ensure social justice. Before the Industrial Revolution, these balances were created within the framework of the master-apprentice relationship that prioritized personal relationships. With the Industrial Revolution, personal relations weakened, became more professional, and turned into employee-employer relations. Establishing the balance within the framework of the concepts of employee and employer caused the dialogue between the parties to move away from the close relationship, that created by the concepts of master and apprentice. Mechanization and the change in production structure have enabled work to become a collective action rather than an individual one. This situation could be used effectively by the employees periodically to obtain rights through unions and collective actions. However, the power of the capital, the obstacles faced by collective action, and some difficulties inherent in the collective action itself paved the way for employers to be the party that benefits more from the positive results of industrialization.

Flexible working forms such as part-time employment contracts, temporary employment relationships and, fixed-term employment contracts have caused employees to use the rights and opportunities they obtain either in return for their work or through the employment contracts in an increasingly more limited way. Although the concept of “flexicurity”, which was introduced to solve the problem and ensure social justice in working life, provided relief to employees, at least in theory, both the problems experienced in practice and the new ways of working as a result of digitalization, limited the effectiveness of the concept to a great extent. Digitalization has come to the fore with claims that it will increase dialogue in working life, enable employees to communicate with each other more easily and freely, and thus enable employees to gain a stronger position against employers. Although the relationship between the employee and the employer has become more personal with digitalization, a working environment marked with even more social injustice has emerged, contrary to the imagined. Because, although the establishment of the relationship between the employee and the employer has become easier with digitalization, the behavior patterns of employers who believe everything is permissible for the sake of profit have not changed. Digital forms of work, which also largely eliminate the contact of employees with each other, have led to employees being left entirely at the mercy of employers.

Even though they are more dependent on their employers than in the classical way of working; the legal qualifications of the contracts concluded, the inability of workers to be

qualified as employees due to the provisions contained in these contracts, and the ambiguity of the dependency factor paved the way for precarious employment.

1. Flexicurity

1.1. Definition

Behind the idea of flexicurity, which can be described as a result of the negative effects of globalization and technological developments on social peace, lies the motivation of Western countries to maintain their advantageous position against Asian countries, which have been growing and increasing in economic power, until the beginning of the 21st century (Alpagut, 2008, p. 9).

The concept of the Welfare State, which dominated Europe for most of the 20th century, has been questioned since the 1970s as a result of globalization. The need for the concept of the Welfare State, which was created to minimize the effects of socialism and communism on the peoples of Europe and to prevent social unrest (Özdemir, 2009, p. 64), gradually decreased with the dissolution of the Soviet Union. As a result, the escape from the Welfare State practices, which were already being questioned, accelerated, and the legal regulations prioritizing the protection of the working class were changed in a short time to enable companies to become more competitive in the global market. Therefore, laws that put the protection of employees at the forefront are now considered as strict legal regulations that prevent competition and put businesses under additional costs, and capital has started to go to countries where this protection is at much lower levels. The employees, who were in danger of losing everything they had while having a very sheltered environment, had to give up some of their rights.

Most of the Western states, which aim to both take part in global competition by reducing labour costs and keep the decrease in the welfare level of their citizens as limited as possible, tried to find a solution to the problem with the concept of flexicurity. Flexicurity means that the working hours, places, and forms of employees can be changed in line with the requirements of the job and the demands of the employer, without employees losing their job security (Alpagut, 2008, p. 10).

Flexicurity is not a fully defined concept. In the Green Paper titled “Partnership for a New Business Organization”, which is the most fundamental regulation of the European Union on flexicurity, the concept is understood only as job security. However, there are other suggestions that the concepts ensuring a decent living and working, such as employment

security, a safe working environment, work and private life balance, and income security, should also be included in the scope of flexicurity (Burroni & Keune, 2011, p. 80).

1.2. Flexicurity in Turkish Labour Act No. 4857

Since the boundaries of the concept of flexicurity cannot be clearly drawn, it is not possible to mention that the legal arrangements made to ensure flexicurity were created in a common and single direction. While the laws in some countries are making legal arrangements in line with the existing protectionist approaches, some countries have preferred to enact laws that create a more liberal business environment. In Turkey, for example, employers have argued that the Labour Law is still in the category of protectionist labour laws, which causes Turkish companies to lag in global competition, although it contains innovative and flexible articles as of the time it was enacted. (“On Flexibility by TİSK, TOBB and TÜSİAD”, 2009).

Increasing global competition, intensifying pressure and demands of employers have forced the Turkish legislator to make the Labour Law more flexible. The temporary employment relationship through the private employment offices, which was regulated in detail in the Labour Law with the Law No. 6715 amendment, and the remote work added by the same Law, are the most notable steps taken to make Labour Law No. 4857 more flexible. However, it is not possible to claim that the legislator has abandoned his protective approach with these regulations. Because the intense reaction from the employees about the severance pay fund, which has been the subject of discussions for many years, prevents the legislator from making a legal amendment that will ensure that the severance pay is covered by the fund.

The Turkish legislator prefers to adopt populist approaches rather than acting within the framework of a certain plan regarding flexibility. As a result, the Labour Law satisfies neither the employee nor the employer and has a mixed character between protectionism and flexibility.

2. Attempts to Avoid Flexicurity

2.1. Change in the dependency element of the employment contract

Flexicurity is a concept that has not fully realized its main purpose of providing justice between flexibility and security, and therefore between social partners (Wilthagen and Tros, 2004, p. 170). This is because the concept does not focus on changing the minds of the parties, but rather on finding solutions to the problems that come to the fore in the current situation, and aimed to establish a relative balance between the parties. However, technological developments and globalization constantly change the working life and the problems therein.

Employers use the developing technology to reduce the costs of work and employees as much as possible, and to this end, they do not hesitate to empty even the most basic concepts of labour law. For example, in a working life where remote work is widely used and has become even more widespread with the effect of the Covid-19 pandemic, how the concept of workplace will be defined and which legal provisions built on the concept of workplace will be implemented become controversial. Similarly; the basic concepts of labour law, such as employee, employer or employment contract, also make less and less sense. Therefore, the concept of flexicurity and the legal regulations made accordingly are insufficient in finding solutions to the problems and ensuring social justice.

Although the concept of flexicurity aims to create a working environment where both parties are satisfied, the understanding that everything is permissible for profit maximization has made it a goal for employers to avoid the protections provided by labour law to employees and all regulations that limit the employer. This was achieved by evacuating the element of dependency, which distinguishes the employment contract from other contracts and forms its characteristic feature. The model of working at certain hours, in a certain place, and in line with the orders and instructions of a single employer is no longer valid. Therefore, the criteria used to determine the dependency factor have also changed. Accordingly, intractable legal problems have come to the fore, such as how to determine the dependency relationship and who will be qualified as an employee. The difficulties encountered in the determination of the dependency factor have caused the protections provided by the employment contract to cover fewer employees day by day. The increasing prevalence of atypical contract types has made this situation even more complicated by making it possible for employers to employ apparently “independent” workers. Although these people are employed under other types of contracts, they are more dependent on employers than employees. However, they do not have the same rights as employees. For example, franchise agreements are a type of contract that is often used for this purpose.

Emptying the concept of dependent can be accomplished much more quickly and easily thanks to digitalization and new communication technologies. These technologies enable employers to hire labour force from all over the world. Even companies with limited financial power can get qualified and cheap service from another corner of the world via the internet, and in return, they do not take any legal responsibility. This situation, which is very beneficial for employers when it is considered in a profit-oriented way, has led to the emergence of complex legal problems.

The first of these problems is about which law will be applied in the dispute if the employer and the employee are in different countries and there is no agreement between each other and their countries.

Another problem is how to determine the degree of dependency in platform-based studies, which have become increasingly popular especially in the last ten years, and how to determine whether people who get jobs are dependent on these platforms. People who get jobs through such platforms and earn their living with the wages they get from these jobs are not currently considered employees. Because the legal relationship between platforms and workers is not based on employment contracts. Therefore, they are described as independent workers, not employees. However, these “independent” workers have to act under the rules determined by the platform on many issues such as how they will do their jobs, the instructions they will follow while doing their job, and the wages they earn. Since these “independent” workers are not qualified as employees, they do not have the right to demand any rights that employees may demand, unless specified in their contract. On the other hand, the comments and ratings submitted by the customers to the platform ensure that these independent workers are kept under constant control by the platform. Workers who go beyond the rules set by the platform or whose ratings fall below a certain limit are disconnected from the platform and their business relations are terminated. Moreover, in such a case, they cannot claim any compensation.

Many tests have been developed in teaching and judicial decisions to solve the problems caused by the change in the dependency factor and to determine the dependency relationship correctly. It has been stated that different criteria are decisive in this regard and should be taken into account. Unfortunately, employers have made great efforts to neutralize or hollow out every developed test and every criterion put forward, and as a result, no test alone has been sufficient to determine the dependency relationship.

2.2. Digitalization and New Ways of Working

Digitalization has had significant effects on labour law, as it has on all areas of life. It has not only enabled concepts such as digitalization, dark factories, crowd work, platform work, and gig economy to enter the labour law literature (Dulay Yangin, 2020, p. 1213-1214), but also led to the increasing dehumanization of working life and the labour law to face new problems. The effects of digitalization on business life, which has become more visible with the Covid-19 pandemic, clearly reveal that the work carried out through digital environments and robots using artificial intelligence has become dominant rather than temporary or secondary.

2.2.1. Gig Economy

The concept of the gig economy (Woodcock and Graham), which is the basis of short-term, temporary, unstable, and unpredictable jobs, whose continuity depends on the level of

performance, entered the literature with digitalization. Since it is new and its content is not fully established or understood yet, a generally accepted definition of the gig economy has not been made in the literature so far. However, it is widely accepted that instability and insecurity are the most characteristic features of this concept.

The gig economy can also be defined as an umbrella concept. Because it contains all the features of the concepts of crowdfunding, crowd work, platform-based work and expresses the working environment created by these concepts (Schulte, Schlicher, & Maier, 2020, p. 60). The gig economy is a labour relations system in which “independent” workers are hired with contract types in which they do not establish any dependency relationship with the employer, and they do not have any claim rights other than those agreed in the contract. In this scheme, employees are hired to perform project-oriented work, and when the project is over, the workers do not have a job to continue. These projects are also short-term and temporary. The jobs given within the scope of these projects are also created at micro-level and are planned in such a way that they do not pose a significant problem for the employer in case of disruption. For example, in developing a computer game, the job to design each character is given to a different “independent” worker and once this design is done, the project and therefore the work comes to an end for the relevant “independent” worker.

2.2.2. Crowdsourcing

Currently, new communication technologies allow the work to be done without being dependent on a particular workplace. Employees and employers can communicate with each other over the internet or internet-based applications and reach an agreement on the subject of the work and how it will be done, and they can do the work without even entering into any mutual dialogue. This way of working, which has been increasing in recent years, is called crowdsourcing.

Crowdsourcing includes making a job offer on a voluntary basis to groups of people who are different from each other in terms of knowledge and experience and are not integrated, through calls made publicly by a person, institution, non-profit organization, or company (Schulte et al., 2020). Volunteering is the mainstay of this working relationship. People voluntarily give their labour to internet-based applications and in return, they receive a fee. Although the concepts of wage and volunteering are not compatible with each other, when the wages obtained in return for such works are taken into account, it is concluded that there is indeed voluntary work. Because wages are often well below the value of the labour given. For example, in the application called iStock, there is a fee of one dollar for each uploaded photo.

However, in the period before this application was put into practice, the fees for photography services were well above this amount (Howe, 2006, p. 1).

Why people choose to be a party to such labour relations despite the low wages paid is a fundamental question. At this point, it is understood that the mentioned applications are already seen as an additional income source and that they provide the opportunity to earn more income by working with anyone they want without being dependent on any place. In addition to this, dreams of being popular, admired, and rich also lead to the preference for this way of working.

When crowdsourcing is considered in terms of labour law, it is necessary to evaluate by considering various possibilities. First of all, it should be noted that the legal basis in such relationships is generally based on contracts of work. However, when the content of the employment relationship between the parties is examined, it is striking that there is a more intense dependency relationship compared to a work contract, especially for the “independent” workers. Because the work they will do is determined down to the smallest detail, and the employer can make an audit at any time. However, in contracts of work, how and in what form the work will be done depends on the preference of the contractor. Needless to say, there may be agreements on these issues in works contracts, but these agreements come to the fore upon the request of the parties and are not automatically included in the content of the contract. In crowdsourcing, just like in the employment contract, the people doing the work are heavily dependent on the employer’s orders and instructions.

If the economic dependency is added to the intensive supervision of the employer, the degree of dependence of the “independent” worker on the employer increases even more. Although project-based works and paying a separate fee for each project are mentioned in crowdsourcing, when we approach the issue by considering intermediary platforms, we see that there is a legal infrastructure that is more similar to an employment contract rather than a work contract. Because the fee is paid to the platforms first, and the platform pays the “independent” worker who does the work after receiving its share of this fee. For this reason, unlike the contract of work, workers receive their wages not directly from the person who owns the work, but from the person who mediates them for that work (which means, the platform). As a result, the fact that the business is owned by different people does not change the fact that the platform is the person who pays the fee.

2.2.3. Crowd work

Crowd work is characterized as a subcategory that defines a particular group and form of crowdsourcing (Schulte et al., 2020, p. 62). In terms of its basic features, it is significantly

similar to crowdsourcing. The most obvious difference between the two forms of work emerges based on “volunteering”. In crowdsourcing, “crowd workers” consider their work as a normal job and do not offer their services for a low fee as in crowdsourcing (Serfling, 2018, p. 7). There is no divergence between the parties as to whether the contractual act is professional work. In crowd work, there are tasks that are similar to crowdsourcing, but with clearer boundaries (Schulte et al., p. 62). On platforms such as Uber and Amazon Mechanical Turk, it has been clearly determined what is the work to be done and which rules will be followed while doing the work. The supervision of the workers by the employer or the platform is more intense in such working relationships. Because, unlike crowdsourcing, there is professional work done to earn a living or to earn an additional income in return. In addition to the authority to give orders and instructions, when the economic dependence of crowd workers on platforms is examined, it will be necessary to mention the existence of an employment relationship defined and protected by the labour law.

However, in practice, the framework of the legal relations established within the scope of crowd work is not the employment contract, but other private law contracts. This method, which employers apply to avoid costs, actually leads to the emergence of a group that is employed in an insecure manner, which is not qualified as an employee and therefore cannot benefit from the protections provided by labour laws, even though there is a dependency relationship between them, just like in the employment contract.

2.2.4. Platform Work

Platforms are virtual environments created to bring employers and job seekers together. The difference from the job posting is that there are some working rules determined by the platform for the jobs received from the platforms. This raises doubts about the existence of a dependent working relationship between the platform and those who were being employed through it.

There are differences between platform-based work, which is the basis of crowdsourcing and crowd working, and getting work through platforms or applications, in terms of the nature of the work done. Accordingly, in platform-based work, a job is divided into as small units as possible and an “independent” worker is employed for each unit (Schulte et al., 2020, p. 60; Cantarella and Strozzi, 2019, p. 4).

In jobs received through platforms or applications, the job is handled as a whole. Jobs received through the platform come to the fore in terms of jobs that require more manual dexterity or the person’s actual work. For example, in virtual environments such as

“sahibinden.com” and “armut.com”, which are widely used platforms in Turkey, people who request these services can contact people who do things like home renovation, plumbing repair, house cleaning. From a legal point of view, it is not possible to speak of the establishment of an employment contract between the parties (the service requester, the service provider, and the platform) in the works received through the platform. Because, although there is an employment relationship between them, it will not be possible to bring up the fact that neither the person requesting the service and the person providing the service nor the platform and the person providing the service are constantly dependent on each other. As a matter of fact, even though a minimum quality standard is determined by the relevant platform in the works received through the platform, no instructions are given to the people who provide the service on how to do the work, and customer evaluations on how the work is done do not cause the service provider to be removed from the platform and do not prevent him from getting a job through the platform (De Stefano, 2016, p. 474). Therefore, such works can easily be evaluated within the scope of the contract of work. On the other hand, in platform-based works, it is not always possible to determine the legal nature with the same clarity.

A person who receives a job that has been divided into very small units on the platform and has been determined to the smallest detail; must comply with the instructions of the employer regarding the execution of the job and the rules set by the platform regarding work processes, just like an employee. In addition to this situation, which is valid for all platform-based works, the possibility of the emergence of people who are economically dependent on the platform as a result of the increasing prevalence of this type of work (Cherry and Aloisi, 2017, p. 655) also makes their status as self-employed suspicious. For example, the legal status of “independent” workers who earn their living income through the work they receive from platforms such as Uber, Taskrabbit, and Armut should be carefully evaluated. Therefore, in platform-based work, the legal status of employees should be determined by considering each case in its specific context.

2.3. A New Working Class: Prekariat

The change in working styles and in production models has also affected the class structure in the labour market. As a result of this, a new working group has emerged that doesn't fully fall within the scope of the concepts of employee or employer, has the characteristics of both, but cannot be included in neither of them (Gorz, trans. 1997, p. 27; Peksan, 2021, p. 259). Workers included in this group are composed of people who have lost the advantage they hold as a result of eliminating the need for qualified personnel in production processes through various methods, despite their high qualification levels (Vatansver, 2013, p. 6). The

work and production processes, which have been digitalized and divided into as small units as possible, have made it more preferable to employ low-skilled workers who do not have any legal protection and can easily be dismissed when necessary, rather than skilled workers.

Labour supply has increased due to the low level of qualification, the establishment of employment relations with other private law contracts rather than employment contracts, and the possibility of reaching all workers in the world over the internet. As a result, wage levels started to be determined at the minimum wage level or even lower, which caused the new working group to live under very difficult conditions (Vatansever, 2013, p. 6). The members of this new group, who do not have job and employment security and cannot benefit from any legal regulation regarding the protection of their wages, have to work mostly in daily waged jobs to survive.

The new worker group created by digitalized technology, although their number is increasing day by day, still does not have the legal protection that will provide them with minimum assurances. Even the name of this group has not been given yet. For this reason, it is necessary to define the group in question first, to better understand the problem. In his book published in 2014, Guy Standing named this group as “precariat”. Deriving it from the words precarious (insecure) and proletariat, Standing defines the precariat as a new class and explains the problems it created and could cause socially.

The basis of this unjust and unbalanced position of the precariat is the lack of an adequate and comprehensive legal conceptualization. Workers who are included in the precariat class consist of people who do not yet have the consciousness of being a class, therefore cannot develop a common language and collectively make any legal demands. The members of the precariat, who cannot get rid of the mentality established by the old class patterns and try to consider themselves as independent contractors or employers, do not even think that they need protection, as can be seen in many examples, and describe their unjust position as something that should be and cannot be changed. However, it is not possible to mention that the precariat is in the same situation all over the world. It is possible to state that the precariat has some legal rights, especially in European countries and the USA. Although the concepts do not fully correspond to each other and there are differences in scope, when the qualifications of the people who are members of it are examined, it is seen that the legal term “quasi employee (dependent contractor, arbeitnehmerähnliche Person, scheinselfständigkeit)” and precariat define approximately the same working group.

The concept of quasi-employee was created to describe the group of workers who cannot be included in the scope of the concepts of employee or employer but must be protected due

to their economic and hierarchical dependence on the client, the owner, or the franchisor. “Quasi employee” is a concept that has been discussed in Europe for many years and is included in some legal regulations. Persons covered by this concept have been granted certain rights (contracting a collective agreement, using annual paid leave, etc.), although it varies from one country to another. However, the fact that the boundaries of the concept of quasi-employee have not been drawn yet and the constant change in the element of dependency has not allowed this concept to fully secure the rights of the precariat, which is in the gray area between the concepts of employee and employer.

3. The Effects of Covid 19 Pandemic on Flexicurity

Epidemics and pandemics are phenomena that have existed throughout human history and deeply affect daily and social life. For example, epidemics such as the black plague (Langer, 1964, p. 117) and Spanish flu, which caused the death of millions of people and had great effects on social life, economy, and demographic structure, were experienced in the period when it emerged in Europe. The epidemic of the 21st century has emerged due to a type of flu disease caused by the Covid 19 virus. The Covid 19 epidemic (Coronavirus disease [COVID-19], 2021), which has already caused the death of 4 million 370 thousand 424 people, has had a significant impact on social and economic life, as in other epidemics, but has also deeply affected working life. While of course every life is valuable and should be protected, considering the number of people who died due to the Covid 19 pandemic, it can be stated that it is a much smaller and less effective pandemic than the pandemics mentioned. However, when it is considered in terms of the panic environment in humans, it is possible to mention a more widespread and dominant fear environment than the pandemics experienced so far. The development of communication tools and the fact that it is possible to receive information from all over the world at the same time has a great contribution to the emergence of this situation. The results of technological development and digitalization in communication tools, which form the basis of the Covid 19 pandemics’ deeper impact on working life than other pandemics in history, have become much more obvious with the epidemic.

Just like in other epidemics, the Covid 19 pandemic was tried to be slowed down by the simplest method, that is, by isolating people from each other. As a result, it was recommended that everyone stay at home and not leave their homes except for compulsory situations, and curfews were imposed. One of these, the remote working model, which deeply affects the working life and will continue to affect it in the future, had a limited application area in the period before the pandemic. The remote working model, which is mostly applied by large-

scale technology companies, has also become applied by small-scale businesses with the pandemic. With the transition to remote working, some of the employers, who saw that the costs arising from the workplace were almost eliminated and the productivity increased, announced that they would continue to work remotely in the period after the pandemic (HSBC Turkey created the new working model together with its employees, 2021).

Although remote working is a working model included in the labour laws of many countries, how to solve the problems caused by remote working and how to ensure the working conditions in the workplace in remote working constitute important discussion topics. The fact that office work can be done anytime and anywhere in the presence of an internet connection and a device that can use it (smartphone, laptop, tablet, etc.) constitutes an important problem area in taking occupational health and safety measures. Likewise, how employees can unionize and benefit from union guarantees in teleworking is another topic of discussion. Because the teleworking model requires employees to work outside the workplace and away from other employees, this makes it difficult for them to contact each other and share their problems. Although remote work, is still done based on employment contracts, at least in Turkey, when the trend in the world is examined, it is seen that the next step of remote working based on employment contracts has turned into a working model that is established based on other private law contracts and employs “independent” workers. In such a case, it will not be possible to talk about job security, since employees who are covered by the labour law and under the protection of the labour law will disappear.

As a result, it can be easily stated that the current debates around the concepts of security and flexibility have intensified with the Covid 19 pandemic. In the following years, it will be necessary to make a distinction between the periods before and after the pandemic in working life and the developments will need to be handled within this framework.

4. Conclusion

The concept of flexicurity, which was developed as a savior to make employees feel safe in the changing labour market and to do this without ignoring economic development and the necessity of taking part in global competition, was unfortunately insufficient to create the environment of trust intended for employees. Like many established institutions and concepts of labour law, the concept of flexicurity too has not been able to escape from being eroded in the face of developing technology.

Although the new ways of working brought about by technological developments seem to make it easier to reach the ideal labour market, the fact that employers can use technological

developments much more effectively than employees, thanks to the economic and physical opportunities they have, did not allow this to happen. Despite employers can now provide cheap and efficient labour from all over the world, employees cannot find a job with the qualifications they want anywhere in the world when they need it. Based on this, there are legal barriers to the international movement of labour, difficulties experienced by employees in changing jobs -especially in getting a job in a different country- and the dysfunction of the balance mechanisms between employees and employers. Web-based applications and platforms have allowed employers to avoid many mechanisms created by labour laws to achieve this balance, and employers have used this opportunity following economic requirements and the challenges of global competition. The difficulties experienced in the determination of the dependency factor made it very difficult to identify the qualifications of the employee and the employer, thus enabling the employers to have work done using “independent employees” without being covered by the labour laws and thus without obtaining the qualification of an employer. These so-called “independent” workers, who have a much higher degree of dependency than a employee, have caused the balance in the labour market to deteriorate in favor of employers and the employees to lose the security they hold.

Although such efforts by employers are not new, the conditions and working environment brought about by the coronavirus pandemic have led to further deterioration of the balance between the employee and the employer. With the pandemic, it has been understood that many jobs can be performed without an employer-organized workplace, which has led to the disappearance of the only solid basis for the determination of dependency. Employers are increasingly directing their employees to work remotely, preferring to work with fewer employees, and even having their jobs done through “independent” workers without hiring employees as much as possible. The coronavirus epidemic, which caused the disappearance of the last acceptances of the classical way of working, opened the doors of an insecure working life based on new and different concepts.

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