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Comparative Legal Analysis of the Council Directive 91/533/EEC on an Employer's Obligation to Inform Employees of the Conditions Applicable to the Contract or Employment Relationship with the Current Labor Law of All Its Member States

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Abstract

The European Commission seeks to ensure that the EU labour market under the influence of innovations, digital technologies, on the one hand, ensures effective protection of the rights of all employees, creates conditions for a better life and work in the EU, and on the other hand, has increased the competitiveness of the EU by increasing the profitability of employers in the long run. To this end, in the European Union on 14.10.1991, Council Directive 91/533/EEC on the obligation of the employer to inform employees of the conditions applicable to the employment contract or employment relationship.
The same article is devoted to the comparative legal study of the applicable labour laws of individual member countries of the European Union and Ukraine with the said Directive.
In addition to the above, much of the attention in the article is focused on the analysis of the draft European Parliament and Council Directive on 'Transparent and predictable working conditions in the European Union' [1], approved by the European Commission on 21 December, 2017, which is planned to be adopted instead of the applicable Council Directive 91/533/EEC.

Keywords: *labour laws of individual member countries of the European Union. labour laws of the European Union. Employee. Employer. Working conditions. The right of workers to have transparent and predictable working conditions.*

1. Introduction

Relevance of the topic under consideration is due to the fact that after the adoption of Council Directive 91/533 / EEC in the EU, a number of acts of primary and secondary Laws were adopted that significantly change the content and scope of employees' labour rights. These are, in particular, the following founding treaties, such as the Treaty of European Union - Maastricht Treaty (signed 7 February 1992), the Treaty of Amsterdam (signed 2 October 1997), the Treaty of Nice (Signed on 26 February 2001) and the Treaty of Lisbon (Signed 13 December 2007).
In addition, on 7 December, 2000, the Charter of Fundamental Rights of the European Union was signed, and recently, on December 17, 2017, the European Parliament, the Council and the Commission solemnly proclaim the EUROPEAN PILLAR OF SOCIAL RIGHTS, according to article 7 (a), 'employees are entitled to be informed in writing before starting work on their rights and obligations related to labour relations, including for the probation period.
The collisions between these acts result in the emergence of numerous problems in law enforcement activities.

Moreover, the financial and economic crisis, globalization and the development of digital technologies have led to the development of new business models, which not only contributed to the creation of new forms of employment, but also provided the opportunity to enter the labour market for those categories of people who previously could not exercise their right to work As a result, according to the European Commission, since 2014, more than five million jobs have been created in the EU, of which nearly 20% come from new forms of employment [2]. However, the implementation of these business models has also led to such a side effect, resulting in between 4 and 6 million employees in the European Union working on fixed-term employment contracts, without having the information on their content [3].
The challenge is to ensure that dynamic, innovative labour markets, which underpin EU competitiveness, are designed in such a way that they provide basic protection for all employees, longer-term productivity gains for employers and allow convergence towards better living and working conditions throughout the EU.
The same **purpos**e of the work is a comparative analysis of the applicable labour laws of individual member states of the European Union and Ukraine with Council Directive 91/533/EEC.

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2. Main body

The need to adopt Council Directive 91/533/EEC was due to the fact that, in accordance with paragraph 9 of the Community Charter of Fundamental Social Rights of Employees, Declaration by President Delors of 8 December 1989 at the European Council of Strasbourg, 'Every employee of the European Community is entitled to have his working conditions specified in laws, a collective agreement or an employment contract, in accordance with the conditions applicable in each country'.

However, at the time of adoption of Council Directive 91/533/EEC, the Laws of all the member states of the EU differed considerably from one another in relation to the definition of the essential terms of the employment contract or the conditions which the employer was required to inform the employee in the event of his employment relationship. The same is done for the unification on the one hand of the duties of employers and, on the other, on employees' rights, and Council Directive 91/533/EEC dated 14 October 1991 on the obligation of the employer to inform employees of the conditions applicable to the contract or employment relationship.

Pursuant to Article 2(1) of the Directive, the employer is obliged to inform employees of the essential conditions of the employment contract/employment relationship, in particular, inform them about the following: the parties to the contract; a workplace (in the absence of a fixed or main place of employment, the employer shall inform the employees about their legal address); position and a brief description of the work to be performed; date of start of work; term of employment contract; the duration of paid leave to which the employee will be entitled; the duration of the notice period of the future termination of an employment contract, both on the initiative of the employer and the employee; the initial basic salary, other components of wages, as well as the periodicity of its payment; the duration of the working day or week; the existence of valid collective agreements that extend to employers.

The aforementioned information, in accordance with Article 3(1) Council Directive 91/533/EEC, the employer shall notify the employee in writing within two months from the start of the work of their job duties in the form of a written employment contract, letter of agreement one or more written documents, where one of these documents contains at least all the information listed above, or a written declaration signed by the employer, which shall be the information referred to in Article 2(2) Council Directive 91/533/EEC.

If the employment relationship lasts less than two months, then the employer shall provide such information in writing to the employees before their termination.

The EEC Member States were required to bring their Laws into conformity with that Directive by 30 June 1993 at the latest.

During the April 21, 2015 and February 21, 2016, the European Commission has assessed the results of the application of Council Directive 91/533/EEC in the EU [4], in particular whether it achieved the declared goal - to ensure transparency in the EU labour market and give each employee a written document which would contain information on essential conditions of his employment contract or employment relationship. The overall level of compliance by the EU Member States with this Directive has been assessed by the European Commission as higher than the average, the Directive remains relevant to date; because it is recognized as effective in achieving its goals [5].

The disadvantages of Council Directive 91/533/EEC, the European Commission does not include all categories of employees, that is, those with whom an employment contract has been concluded or which are in employment. In particular, its validity does not apply to employees, the term of employment contract (labour relations) with which does not exceed one month and (or) if the duration of the working week of the employee does not exceed eight hours, or if the employment contract has an accidental and/or specific character, then in all these cases, the EEC Member States may not apply the provisions of this Directive to employees (in accordance with Article 1(2) of Council Directive 91/533/EEC).

Member States may provide that this Directive shall not apply to employees having a contract or employment relationship: a total duration of not more than one month and/or a working week not exceeding eight hours; and in these cases, that its non-application is justified by objective considerations.

In addition, it does not apply to domestic employees, or some new forms of employment (e.g. on-call work or ICT-based mobile work).

On-call work covers on-call work, which involves the existence of a permanent labour relationship, but does not oblige the employer to provide permanent work to the employee. Only in the case of an industrial need an employer can call and call an employee to work. Such labour contracts are not limited to the minimum working hours (as well as so-called 'zero-hours contracts'). In accordance with the contract, the employer is not obliged to provide the employee with work. On the other hand, during a certain period of time, the employee shall be in the employer's call waiting mode [6]. This form of employment has emerged and has become increasingly important in recent decades in Ireland, Italy, the Netherlands, Sweden and the United Kingdom [7].

ICT-based mobile work is partly or regularly performed outside of the head office, regardless of whether it is an employer's premises or an individual home-building, using computer information technology for access to computer systems of the company. Irene Mandl, Maurizio Curtarelli, Sara Riso, Oscar Vargas and Elias Gerogiannis define it as 'a kind of work where employment is not stable and permanent, and the employer is not obliged to regularly provide the employee with work, but has flexibility, causing them in the event of production necessity'[8]. These forms of employment were launched in Belgium, Croatia, France, Hungary, Italy, Romania, Slovakia and Slovenia.

In addition to these new forms of employment, employees are involved in remote work, such as freelancers, job exchange employees, voucher work, temporary management, crowd work, portfolio work, and other collaborative employment patterns.

At the same time, as in 1995, only 32% of EU-15 employees worked on non-standard labour contracts, in 2015 their share increased to 36% in the EU-28 [9]. In absolute terms, in 2015, 5.5 million employees worked under non-standard labour contracts [10].

The number of employees whose duration of the labour contract does not exceed one month has increased in the early 2000s and remains more or less stable over the last decade. In absolute terms, their number increased from 373,000 in 2002 to almost 1.3 million in 2016 [11].

In addition, in the preamble to Council Directive 91/533/EEC, it is noted that the important issue that necessitated its adoption was the fact that the laws of the member states differ considerably from one another in the formulation of the obligation of employers to inform employees about the main terms of labour relations.

This determines the relevance of the study of the applicable labour laws of all EU Member States for compliance with the requirements of Council Directive 91/533/EEC 27 years after its adoption.

In Austria, to implement Council Directive 91/533/EEC, the Employment Contract Law Harmonization Act ('AVRAG') [12] dated 9 July 1993, which entered into force on 1 January 1994, was amended.

Pursuant to § 1 of the said Law, an employee is any person who on the basis of labour relations is required to perform work for another person of private law from which he/she personally depends. The Act does not apply to employees of state and local government, agriculture and forestry, and to domestic employees.

According to § 2 AVRAG, the employer shall immediately provide the employee with written information about the employer's name and the employee's name immediately after the occurrence of the employment relationship; the moment of the beginning of labour relations; period of validity of an employment contract; the

term of early notice of termination of an employment contract; employee's place of work (if necessary, information on the procedure for changing the work place); the size of the basic salary and other additional payments to the employee; duration of annual leave; the agreed duration of daily and weekly work; indication of the applicable collective agreement to be applied; name and address of the insurance pension corporate fund.

If the duration of the employment relationship does not exceed one month, or if the employment contract is concluded in writing, according to § 2 (4) AVRAG, the employer does not have to provide such information to the employee.

In the Republic of Cyprus, with the aim of implementing Council Directive 91/533 / EEC on July 7, 2000, the House of Representatives adopted the Law 'The law to provide employees with details of their contract of employment or their employment relationship '(This Law 100 (I)/2000 may be cited as the Employer's Obligation to Inform the Employees of the Particulars of their Contract of Employment or their Employment Relationship Law of 200) [13] (hereinafter - Law 100(I)/2000).

Pursuant to Article 3(1) of the said Law, its validity does not apply to those employees whose duration of labor relations does not exceed one month or the duration of their working week is not more than eight hours.

Pursuant to Article 2 of Act 100 (I) / 2000, an employee means 'any person who is protected as an employee in accordance with applicable labour laws'. In any case, as the case law of Cyprus states, the term 'employee' requires that he be in employment and receive remuneration for his work. Receiving wages (performing paid work) is the most important qualification of the term 'employee' in the labour law of the Republic of Cyprus.

Pursuant to Article 4(2) of Law 100 (I)/2000, the employer shall, not later than one month from the date of the establishment of the employment relationship, either in a written employment contract, or in a separate letter or any other document, by his own signature, provide the employee the following information: the name of the parties to the employment contract; place of work and legal address of the employer; a brief description of the work to be performed by the employee; date of start of work; expected duration of labour relations; the duration of the employee's annual leave; the term for early notification of the future termination of employment relationships by an employee or employer; amount of all types of incentives to be paid to the employee; the duration of the working day and week of the employee; references to collective agreements regulating the labour relations of the parties.

In the Czech Republic, in order to implement Council Directive 91/533/EEC, amendments to the applicable Code of Labour were introduced. However, on 7 June 2006, the Czech Parliament approved a new Labour Code [14], which also took into account the requirements of the Directive.

Pursuant to §37 (1) of the Czech Republic Labour Code, the employer is required to inform employees in writing of the following terms of their work within one month from the date of commencement of their employment: the name and legal address of the employer if he is a legal entity, or the name and address of the place of residence if he is an individual; the type of work performed and the workplace of the employee; vacation time and holidays; periods of notice of the future termination of employment relationships; duration of work time and its components; the amount of wages, methods of its calculation, terms and place of payment; collective agreements that regulate the work of the employee and determine the terms of employment.

If the term of the employment contract does not exceed one month, in this case the employer is exempted from the obligation to inform the employee in writing about the essential working conditions (§37 (4) of the Labour Code).

In Estonia, in order to implement Council Directive 91/533/EEC, the Law of April 22, 2004, which amended the Law on Labour Contracts of April 15, 1962, was adopted. However, on December 17, 2008, the Parliament adopted a new Law 'On Labour Contracts', which came into force on July 1, 2009 [15].

Pursuant to §4 (2, 5) of the said Law, an employment contract is entered into in writing, if its term does not exceed two weeks. According to § 5 of the Law 'On Labour Contracts', a written employment contract shall contain the following information: the name of the employee and employer, their registration codes and their place of residence or stay; the time of the conclusion of an employment contract and the acceptance of an employee to work; job description; method of calculating wages of an employee; benefits granted to the employee; working hours of the employee; duration of rest; term of advance notice of termination of an employment contract; references to the rules of organization of work, established by the employer (this condition came into force on February 20, 2012); Initiation into a valid collective agreement. In addition, in accordance with §6 (1) of the Act, the employer shall inform the employee of the duration of the probationary period.

Changes in these conditions are provided by the employer to the employee in writing within one month after their introduction (in accordance with §5 (4) of the Law). The employer is obliged to keep the written labor contract of the employee during the term of its validity and ten more years after its termination.

In Germany, on July 20, 1995, the Bundestag adopted a law on the adaptation of labor law to the EU Laws (Gesetz zur Anpassung arbeitsrechtlicher Bestimmungen an das EG-Recht vom 20/07/1995, Bundesgesetzblatt Teil I vom 27/07/1995 Seite 947), by making changes to the Law on Temporary Employment of 3 February 1995 (Das Arbeitnehmerüberlassungsgesetz).

Pursuant to Article 1 (§1) of the aforementioned law, employees who perform labour duties under an employment contract do not enter into force for less than 400 hours a year, as well as if they work in medical, educational institutions in Germany or in family business.

The employer is obliged to sign a memorandum no later than one month from the moment of the beginning of labour relations and send it to his employees (Article 1 (§2), informing them about the following conditions: the name and address of the parties to the employment contract, the date of commencement of employment, the term of the employment contract , the workplace, the name and general description of the work to be performed by the employee, the structure and procedure for calculating the employee's wages, including the amount of surcharges and allowances, special surcharges and bonuses, the duration of working time, the duration of the year period of leave, the period of advance informing the other side of labour relations about the future of their termination; informing about existing collective agreements, agreements.

If, in the course of performing his employment, an employee is required to work outside Germany, the employer's memorandum shall also contain information on the duration of work abroad; in which currency will be paid wages; the amount of additional remuneration for work outside the boundary in both monetary and in-kind form; agreed conditions for returning to the employee's place of residence.

In case of any change in the aforementioned essential terms and conditions of an employment contract (employment relationship), the employer shall inform the employee in writing not later than one month before the entry into force of such new conditions (Article 1 (§ 3) of the German Law).

In Italy, to implement Council Directive 91/533/EEC, on 26 May 1997, the President of the Republic adopted Legislative Decree No. 152 'Implementation of Directive 91/533 / EEC on the employer's obligation to inform the employee of the conditions applicable to the contract or employment legal relations 'and published in the official bulletin No. 135 dated June 12, 1997 [16].

According to Article 1 (1) of the Decree, public and private employers are obliged to provide the employee with the following information within thirty days of employment: on the parties to the employment contract; about the workplace (if the work is carried out in different places, then the employer's place of residence or place of residence is indicated); date of commencement of labour relations; their duration; duration of the probation period; a brief description of the work carried out by the employee, his level

of qualification; the size of wages and its constituent elements; the duration of paid leave and the rules of the use of holidays; duration of working time; Conditions of communication of the other party in the event of termination of employment relationships.

The specified duty can be fulfilled by the employer, indicating all these conditions in a written employment contract or in a working letter to be given to the employee within thirty days from the date of commencement of his employment (Article 1 (2) of the Decree).

In the Republic of Lithuania, on September 14, 2016, the President of the Republic proclaimed the Labour Code [17], adopted by the Seim, which was put into effect on July 1, 2017.

Pursuant to Article 44 (1) of the Labour Code of the Republic of Lithuania, prior to starting the work, the employer shall provide the employee with the following information in writing: full name, code, address of the registered employer's office (for an individual - name, surname, personal code or, if it is absent, date of birth and place of permanent residence); the employee's place of work (if the employee does not have a permanent place of work, he shall be informed that he will work in several places), also the address of the workplace from which the employee will receive instructions, instructions, obligatory to execute; type of employment contract; type of work that an employee shall perform (his job responsibilities, profession, specialty); start time expected completion of work (in the case of entering into an employment contract for a certain period); duration of annual leave; the period of notice when the employment contract is terminated on the initiative of the employer or employee; wages and salaries thereof, payment conditions and wage procedures; duration of the working day or working week of the employee; about collective agreements, operating at the enterprise, indicating the order of access to these agreements.

If the duration of the employment contract does not exceed one month, the employer may not provide such information (Article 44(5) of the Labour Code).

Pursuant to Article 33 of the Labour Code of the Republic of Lithuania, the terms of an employment contract are divided into mandatory and additional. To the necessary conditions of the employment contract, the Lithuanian legislator refers to the type of work to be performed by the employee, his place of work and the conditions of remuneration (Article 33 (2); 34 (1)). Instead, the additional terms of an employment contract are an agreement on all other working conditions (Article 33 (3)). According to Article 43 of the Labour Code, both the employment contract itself and its amendments should be made in writing. That is why Article 42(1) states that an employment contract is considered concluded when the parties agreed on the content of all the necessary conditions for the performance of work. In addition, the local office of the State Social Insurance Fund of the Social Protection and Labour Fund should be informed about its content at least one working day before the employee starts working.

So, if, on the one hand, the employment contract is concluded only in writing, in which it should be noted three of its mandatory conditions (referred to in Articles 33(2), 34(1) of the Labour Code), and on the other hand - the employer before starting work, shall inform the employee in writing about the eleven conditions for the performance of work (which are specified in Article 44(1) of the Labour Code), why not all these conditions can be classified as mandatory, since the employer and the employee, informing each other about the working conditions , you will still have to agree on all these conditions p how are you? Otherwise, having become acquainted with all these conditions before starting work and not having reached agreement with the employer about them, the employee may simply refuse to conclude an employment contract.

In Sweden, the Employment Protection Act was adopted in order to implement Council Directive 91/533/EEC [18].

In accordance with §6 of the said Law, the employer shall inform the employee in writing about the important conditions of his employment contract, not later than one month after the commencement of the employment, namely: the name and address of the employee and the employer; the date of commencement of work and the workplace of the employee; the title of the position and a brief description of the work to be performed by the employee; the condition for establishing the probation period; term of employment contract; the amount of wages and terms of payment; duration of the working day, working week and annual leave; collective agreement applicable to the employee. If the duration of the employment contract does not exceed three weeks, the employer is exempted from such a duty.

In the same case, if an employee has to perform his labour duties outside Sweden for more than one month, then before leaving, the employer shall provide the employee with written information about the currency in which the wage will be paid to him; which additional incentive he will receive (§6d of the Law).

In the United Kingdom, in order to implement Council Directive 91/533/EEC, two acts were adopted: the Trade Union Reform and Employment Rights Act 1993 and the Employment Regulations 1994, whereas the content thereof subsequently significantly was changed as a result of the adoption by the Parliament of the applicable Employment Rights Act (1996) [19].

In accordance with the Labour Law Act, if the employee starts to work for an employer, the latter shall submit a written statement of particulars of employment no later than two months later. The application shall contain the following information: the name of the employee and the employer; date of employment; for what term an employment contract has been concluded; employee's place of work; type of work to be performed by the employee; the amount of wages or the method of its calculation; terms of payment of remuneration for work; duration of working time; the procedure for calculating the duration of the holiday, the payment of festive and non-working days; payment for the time of incapacity; pension schemes; a timely notice of the employee about his future release; the effect of which collective agreements will extend to the employee.

The statement shall contain particulars of the names of the employer and employee, the date when the employment began, and the date on which the employee’s period of continuous employment began (taking into account any employment with a previous employer which counts towards that period).

The statement shall also contain particulars, as at a specified date not more than seven days before the statement (or the instalment containing them) is given, of the scale or rate of remuneration or the method of calculating remuneration, the intervals at which remuneration is paid (that is, weekly, monthly or other specified intervals), any terms and conditions relating to hours of work (including any terms and conditions relating to normal working hours), (d)any terms and conditions relating to any of the following entitlement to holidays, including public holidays, and holiday pay (the particulars given being sufficient to enable the employee’s entitlement, including any entitlement to accrued holiday pay on the termination of employment, to be precisely calculated), incapacity for work due to sickness or injury, including any provision for sick pay, and pensions and pension schemes, the duration of notice which the employee is obliged to give and entitled to receive to terminate his contract of employment, the title of the job which the employee is employed to do or a brief description of the work for which he is employed, where the employment is not intended to be permanent, the period for which it is expected to continue or, if it is for a fixed term, the date when it is to end, either the place of work or, where the employee is required or permitted to work at various places, an indication of that and of the address of the employer, any collective agreements which directly affect the terms and conditions of the employment including, where the employer is not a party, the persons by whom they were made, and where the employee is required to work outside the United Kingdom for a period of more than one month the period for which he is to work outside the United Kingdom, the currency in which remuneration is to be paid while he is working outside the United Kingdom, any additional remuneration payable to him, and any benefits to be provided to or in respect of him, by

reason of his being required to work outside the United Kingdom, and any terms and conditions relating to his return to the United Kingdom.

If the duration of the employment contract is less than two months, the employer is still obliged to file a written application to the employee before dismissing him from office. A statement shall be given to a staff member even if his employment ends before the end of the period in which the statement is required.

Ukraine is the only country among the former member states of the Warsaw Pact, in which, after the collapse of the USSR, no new codified act in the area of labour law has yet been adopted. The same in Ukraine still remains valid, however, with significant editorial changes, the Code of labour Law (hereinafter referred to as the labour Code of Ukraine), adopted on December 10, 1971 [20].

According to Article 3 of the Labour Code of Ukraine, labour laws regulates labour relations of employees of all enterprises, institutions and organizations irrespective of their form of ownership, type of activity and branch affiliation, as well as persons who work under an employment contract with individuals. The special aspects of work of members of cooperatives and their associations, collective agricultural enterprises, farms, and employees of enterprises with foreign investments are determined by the Laws and their charters. At the same time, guarantees concerning employment, labour protection, labour for women, young people and persons with disabilities are provided in accordance with the procedure provided for by labour laws.

In accordance with Article 24 (1) of the Labour Code of Ukraine, an employment contract may be concluded both verbally and in writing. However, the labour Code of Ukraine does not specify what the parties to an employment contract should agree on in order to conclude an employment contract. The analysis of the doctrine of labour law in Ukraine shows that they shall agree in writing or in writing on the following terms of an employment contract: labour function (position, qualification, specialty of an employee); pay; contract term; the moment of the start of work.

In addition to the above, pursuant to Article 24 (3) of the labour Code of Ukraine, an employee cannot be admitted to work without an employment contract drawn up by an order or an order of the owner or an authorized body, and reports from the central executive body on the issues of ensuring the formation and implementation of the state policy administration of a single contribution to the compulsory state social insurance on the acceptance of an employee for work in the manner established by the Cabinet of Ministers of Ukraine.

If the employment contract is concluded verbally, the employee shall familiarize himself with the text of the order before allowing him to fulfil his/her labour duties, which shall specify at least four essential conditions formulated by the domestic scientists.

Therefore, despite the fact that the labour Code of Ukraine in a significant part still preserves Soviet approaches to the regulation of labour relations, the level of assurances regarding the recruitment of employees to familiarize themselves with the working conditions specified in Council Directive 91/533/EEC is higher than that of in it. After all, the Ukrainian legislator does not oblige the employer to familiarize the employee with such conditions as the duration of his paid leave; the duration of the notice period of the future termination of an employment contract, both on the initiative of the employer and the employee; about existing surcharges and allowances for which the employee will be entitled. Perhaps this is why in Appendix XL to Section 21 of the Association Agreement between the European Union and its member states, on the one hand, and Ukraine, on the other hand, which, after a long process of ratification by parliaments of all 28 EU Member States and the Verkhovna Rada of Ukraine, has acquired As of September 1, 2017, Ukraine has undertaken to bring its labour law into compliance with Council Directive 91/533/EEC within four years after the entry into force of the Agreement [21].

Draft Directive of the European Parliament and of the Council on 'Transparent and predictable working conditions in the European Union'[22], approved by the European Commission December 21, 2017, which is planned to be adopted instead of the applicable Council Directive 91/533 / EEC, contains even higher level of guarantees for employees when they are employed. Pursuant to Article 3(1) of the draft Directive, Member States should ensure that employers are obliged to inform employees of the following main aspects of labour relations: identify the parties to the labour relationship; work place; name, class, brief description of the work to be performed by the employee; date of the beginning of labour relations; expected duration of the labour contract; the duration and conditions of the probationary period, in case of its establishment; any training provided by the employer; duration of paid leave; the procedure to be followed to terminate the employment relationship; a way of determining the amount of wages of an employee; the duration of the working day, week, as well as overtime work and its payment; collective agreements that regulate the work of an employee; the names of institutions receiving social contributions, which will be paid by the employer to the employee.

The employer shall provide the employee with such information in writing no later than on the first day of the employment relationship.

3. Conclusions

Summarizing, the following conclusions can be drown. On the one hand, the labor legislation in force in all EU countries complies with Council Directive 91/533/EEC. But on the other hand, it did not cause its unification. Each EU member state outlines the categories of persons which are "employee" and which are subjects to labor law in its own way. That's why many employees who work not for a long time, or employees who work on the base of untypical labor contracts (for example, some kind of new jobs, such as homeworkers, telework, temporary agency work, freelance contracts, employee sharing, on call work, ICT-based mobile work job sharing, voucher-based work, interim management, crowd employment, portfolio work, and collaborative models of employment) remain outside the scope of legal protection. Due to this, we commend the proposal for a Directive of the European Parliament and the Council on Transparent and predictable working conditions in the European Union [23] adopted by the European Commission on December 21, 2017. In fact, its action aimed at a larger category of persons than the Council Directive 91/533/EEC and it provides greater legal certainty for employees regarding the terms of their employment contract (labor relations).

However, a comparative analysis of Council Directive 91/533/EEC and labor laws of such leading countries as the United States [24], Canada [25], Japan [26] has shown that this laws do not oblige an employer to inform their employees about the basic conditions of their employment contract (labor relations). This means that the level of assurances of the right of an employee to obtain information about the conditions of work in the EU is much higher than in other countries of the world.

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