

**УДК 349.2(477)**

Божко В.М., д.ю.н., доцент

ORCID: 0000-0002-3963-8461, e-mail: volodya\_bozhko@ukr.net

Полтавський юридичний інститут

Національний юридичний університет ім. Я. Мудрого

Задорожний В.П., д.держ.упр., доц.

ORCID: 0000-0003-1257-7192, e-mail: volodumur\_zadorognuy@ukr.net

Кульчій І.О. к.держ.упр., доц.

ORCID: 0000-0002-0063-6493, e-mail: nafusail@gmail.com

Смаглюк В.В. к.держ.упр., доц.

ORCID: 0000-0001-7485-1965, e-mail: v\_smaglyk@ukr.net

Полтавський національний технічний університет імені Юрія Кондратюка

**ПОРІВНЯЛЬНО-ПРАВОВИЙ АНАЛІЗ ДИРЕКТИВИ РАДИ ЄС  
91/533/ ПРО ОБОВ'ЯЗОК РОБОТОДАВЦЯ ІНФОРМУВАТИ  
ПРАЦІВНИКІВ ПРО УМОВИ, ЩО ЗАСТОСОВУЮТЬСЯ ДО  
ТРУДОВОГО ДОГОВОРУ ЧИ ТРУДОВИХ ВІДНОСИН У  
ОКРЕМИХ КРАЇНАХ-УЧАСНИЦЯХ  
ЄВРОПЕЙСЬКОГО СОЮЗУ**

**Анотація.** Матеріали присвячені порівняльно-правовому дослідженню чинного трудового законодавства окремих країн-учасниць Європейського Союзу та України із Директивою ради ЄС 91/533/ про обов'язок роботодавця інформувати працівників про умови, що застосовуються до трудового договору чи трудових відносин. Окрім того, значну частину уваги зосереджено на аналізі проекту Директиви Європейського парламенту та Ради «щодо прозорих та передбачуваних умов праці в Європейському Союзі».

**Ключові слова:** трудові закони окремих країн-членів Європейського Союзу, трудове законодавство Європейського Союзу, працівник, роботодавець, умови праці, право працівників мати прозорі та передбачувані умови праці.

Bozhko V.M., Affiliation Doctor of Law, Associate Professor

ORCID: 0000-0002-3963-8461, e-mail: volodya\_bozhko@ukr.net

Poltava Law Institute of Yaroslav Mudryi National Law University of the first author

Zadorozhnyy V.P., Doctor of Public Administration, Associate Professor.

ORCID: 0000-0003-1257-7192, e-mail: volodumur\_zadorognuy@ukr.net

Kulchii I.O., Candidate of Public Administration, Associate Professor

ORCID: 0000-0002-0063-6493, e-mail: nafusail@gmail.com

Smahliuk V.V., Candidate of Public Administration, Associate Professor.

ORCID: 0000-0001-7485-1965, e-mail: v\_smaglyk@ukr.net

*Poltava National Technical Yuri Kondratyuk University*

**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

**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.

**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.

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.

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 purpose 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.

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 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, Canada, Japan 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.

### ***Література:***

1. *Proposal for a Directive of the European Parliament and of the Council on Transparent and predictable working conditions in the European Union // <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX:52017PC0797>*

2. *Proposal for a Directive of the European Parliament and of the Council on transparent and predictable working conditions in the European Union // <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:52017PC0797>.*

3. *«Study to support Impact Assessment on the Review of the Written Statement Directive» by Centre for Strategy and Evaluation Services and Public Policy and Management Institute*

*Божко В.М., Задорожний В.П., Кульчий І.О., Смаглюк В.В. ПОРІВНЯЛЬНО-ПРАВОВИЙ АНАЛІЗ ДИРЕКТИВИ РАДИ ЄС 91/533/ ПРО ОБОВ'ЯЗОК РОБОТОДАВЦЯ ІНФОРМУВАТИ ПРАЦІВНИКІВ ПРО УМОВИ, ЩО ЗАСТОСОВУЮТЬСЯ ДО ТРУДОВОГО ДОГОВОРУ ЧИ ТРУДОВИХ ВІДНОСИН У ОКРЕМИХ КРАЇНАХ-УЧАСНИЦЯХ ЄВРОПЕЙСЬКОГО СОЮЗУ// Збірник наукових праць I Міжнародної науково-практичної конференції «TECHNOLOGY, ENGINEERING AND SCIENCE – 2018», 24 – 25 жовтня 2018 року – Лондон: ПолтНТУ, 2018. – С. 203-205*