Nóra JAKAB[1]

On the Introduction of the Social Conditionality System and the Importance of the Obligation to Provide Information

Abstract

The agricultural sector presents distinct characteristics when examined through the lens of labour law in comparison to other sectors I have investigated. The inherently seasonal nature of employment within this sector often leads to the relaxation of labour law protection mechanisms, although principles of occupational safety are generally upheld. Regarding simplified employment arrangements, the Labour Code itself stipulates exemptions from stringent regulations to enhance flexibility. The implementation of a social conditionality system prompted me to reassess the completeness and accuracy of my prior perspectives concerning the significance of fundamental values. Specifically, these values encompass good faith, fairness, equality, justice, security, and the enduring, unconditional principles capable of addressing all labour law challenges as they encompass the full range of labour law considerations. Beyond these fundamental values, I have come to recognise that, in contexts of mutual interdependence, the involved parties can sustain their interests in contract preservation through collective bargaining and consultative processes among social partners, even amidst challenging circumstances, in accordance with prevailing economic conditions. Nevertheless, it is uncommon within the agricultural sector to organize and collaborate for the enhancement of working conditions. Reports frequently highlight the scarcity and high cost of seasonal agricultural workers. Hence, what measures can ensure security for agricultural workers? I contend that one potential solution lies in the obligation of the parties to furnish information, which serves as a foundational element for cooperation. This study examines this institution within the framework of adherence to the stipulations outlined in the regulation on social conditions.
Keywords: Obligation To Provide Information, Cooperation, Social Conditionality, Agricultural Sector, Simplified Employment, Flexibility And Security

1 | PhD, full professor, University of Miskolc, Faculty of Law; ORCID: https://orcid.org/0009-0006-3143-6765; Scopus Author ID: 57208811779; e-mail: nora.jakab@uni-miskolc.hu

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1. Introduction

In Hungary, pursuant to paragraph 1 of Decree 29/2025. (VII. 22.) AM for the purpose of implementing the system of social conditionality, and in accordance with the current rules of the European Union for the Common Agricultural Policy, it is required that the Member States of the European Union, and in particular Hungary, shall establish an overall system. This shall ensure the application of proportionate administrative penalties to recipients of certain subsidies that are made available under the Common Agricultural Policy, in particular those that do not comply with the essential employment and occupational safety rules in force. Also, pursuant to paragraph 2 of the Regulation, the recently established conditionality system, whereby it incorporates considerations of a social nature, requires that employers who do not comply with the specified employment and occupational safety requirements and who receive area-based and animal-based subsidies that have been provided for under the Common Agricultural Policy shall face effective[2], dissuasive, yet proportionate decreases in their assistance.[3]

The most fundamental employment and occupational safety rules in the European Union's social dimension are based on the provisions of three directives *in the agricultural sector*: Directive (EU) 2019/1152 on transparent and predictable working conditions applicable in the European Union, Council Directive 89/391/EEC on the introduction of measures to encourage improvements in the safety and health of workers at work, Directive 2009/104/EC of the European Parliament and of the Council of 16 September 2009 on the minimum safety and health requirements for the use of work equipment by workers at work. In other words, according to the European legislator, the two fundamental institutions of labour law for the safety of those employed in the agricultural sector are information and occupational safety. I consider the obligation to provide information to be one of the cornerstones of contractual relationships, and it is incredibly important in a sector where simplified employment is a widespread form of employment. The demand for a wholesale revision of the Information Directive has gained significant interest, more particularly highlighting the root issue that insufficient provisions in law may make workers in most non-standard forms of work vulnerable to uncertain or even unfair treatment. This necessarily makes it extremely difficult for these workers to assert their rights in practice. In the European Union, an estimated 4 to 6 million workers currently engage in jobs that are temporary or on-call in nature, and many such workers end up having

2 | For procedural issues and eligibility criteria relating to agricultural subsidies, see: Pálfay 2025, 271–284.

3 | The basis for all this is Regulation (EU) 2021/2115 of the European Parliament and of the Council of 2 December 2021 on the strategic plan to be drawn up by Member States under the common agricultural policy (CAP Strategic Plan) and repealing Regulations (EU) No 1305/2013 and (EU) No 1307/2013.

little information regarding when they will work or for how long they will work, and more significantly, up to 1 million workers are entangled in contracts that include provisions for exclusivity, effectively barring them from seeking or performing additional job opportunities with other firms, thus complicating their employment arrangement all the more.[4] In my opinion, the section of the European Pillar of Social Rights on fair working conditions clarifies the rules of the game in the new playing field, including in the agricultural sector. What principles and rights are included in this section of the European Pillar of Social Rights? It covers secure and flexible employment, wages, social dialogue, work-life balance, a healthy, safe and well-designed working environment and data protection, as well as information on employment conditions and protection against dismissal. In the social dimension of the European Union, therefore, the obligation to provide information has always been and continues to be of great importance in contractual relationships. In this context, I would also like to refer to the following directives on information: the institutionalised obligation to provide information, which was essentially introduced into labour law by Council Directive 91/533/EEC of 14 October 1991 on an employer's obligation to inform and consult employees on the terms and conditions of employment. The obligation to provide information gained its impact on collective labour law as a result of, among other things, Directive 2002/14/EC of the European Parliament and of the Council of 11 March 2002 establishing a general framework for informing and consulting employees in the European Community.

For quite some time now, I have considered occupational safety and health to represent an independent yet complementary institution that functions alongside the system of labour law, essential for the survival of employment. Secondly, I would like to stress the importance of core values such as the existence of good faith, fairness, equality, justice, and security – fundamental rules that I strongly believe to be eternal and universally effective. These values represent essential tools in tackling all issues pertinent to labour law because they cover the entire gamut of issues in this domain. I approach this mindset the more, in particular, in light of the fact that I have more and more felt that in relation to safeguarding through labour law, the traditional approach to labour law fails to serve as a 'everyone's labour law'. It should be taken into consideration that not all workers are in need of the safeguarding mechanism represented in the provisions of obligatory labour law, such as provisions related to working hours and periods of rest. Furthermore, it should also be taken into consideration that there are workers who enjoy the capacity to effectively plead for their own interests. On the contrary, however, there is also the existence of workers who do actually need the protection that is provided for in

4 | See more: European Commission: Directorate-General for Employment, Social Affairs and Inclusion, CSES and PPMI, Study to support impact assessment on the review of the written statement directive – Directive 91/533/EEC – Final report, Publications Office, 2017, https://data.europa.eu/doi/10.2767/727939

obligatory rules. Under this multifaceted predicament, I strongly believe that my thoughts on labour law protection in 2014 are even more pertinent in today's times, in particular, I confirm that if we seek to properly define the substance of worker protection, then the value of human rights should represent the paramount aspect in every relationship that is contractual in nature. With this value only, it is feasible that freedom, security, equality, and respect for human dignity are appropriately promoted in relation to contractual agreements. This realisation highlights, in turn, the 'essential role of the human rights' aspect in the context of labour law even more markedly. The only constant in our world is undoubtedly change, and what's more, the pace of this change is not just steady but accelerating rapidly. It is essential to recognise that it is people who must be considered and prioritised in the midst of this change. This situation is akin to the transformation in organisational culture experienced throughout the life of an employer. The change in organisational culture can be approached and managed in a multitude of ways, yet over the long run, the only truly sustainable method is one that places people firmly at the centre of the process. Since the time of the industrial revolution, labour law has served to protect employees through various means and mechanisms. However, in more recent decades, it has become increasingly evident that the level of protection granted to employees should also be extended, at least to some degree, to include those who are self-employed within the labour market, particularly to individuals who may be classified as pseudo-self-employed. The ongoing theoretical and regulatory debate occurring within the European Union regarding the extension of protection to these workers is clearly an issue of either change management or crisis management. This matter can only be sustained over the long term when viewed through the lens of the concept of the working individual. I envision job security, which must also encompass the self-employed, as being realised through the exercise of collective rights and participation. This includes active involvement in organising and engaging in collective bargaining, as well as participating in both regulated and informal consultation processes. These processes provide avenues through which workers and employees can express their voices and influence the decisions made by employers. In simpler terms, in a scenario characterised by mutual dependence, the parties involved can safeguard their interests in maintaining their contractual agreements through effective collective bargaining and consultation processes conducted between social partners, even amid challenging circumstances, aligned with prevailing economic conditions. Furthermore, social dialogue and active employee participation can serve as effective tools to achieve a balance of flexibility and security in the workplace. This approach facilitates the possibility for working conditions to evolve in a predictable manner, particularly when employers are faced with the necessity to react swiftly to changing circumstances. It is thus more than apparent that the collective will and the partnership principle are of great importance in seeking to find the compromise that is essential in balancing the elements of flexibility and security that must be present. It has

been an effective, is now an effective, and will at all times remain effective method of responding to issues of vulnerability in all contexts, and this fact is not altered in any particular contractual form of employment that could potentially be used, all in accordance with the rules set down by the Commission.[5]

However, the agricultural sector is different from the other sectors I have examined so far from a labour law perspective. Due to the seasonal nature of the work, it is common to relax labour law protection rules while maintaining the principles of occupational safety rules. In the case of simplified employment, the Labour Code itself provides for exemptions from strict rules in the interests of flexibility: the employment contract cannot be terminated [Section 49(2) of the Labour Code], there is no possibility of employment other than that specified in the employment contract (Section 53 of the Labour Code), no adverse legal consequences may be applied to the employee in the event of a culpable breach of duty (Section 56 of the Labour Code), wage adjustment is not mandatory upon the return of an absent employee (Section 59 of the Labour Code), it is not mandatory to inform employees about vacant positions in relation to part-time and fixed-term employment, and the employer is not obliged to employ an employee caring for a child under the age of 3 on a part-time basis at their request (Section 61 of the Labour Code), upon termination of employment, the employer is not obliged to issue the required certificates at the end of the employment relationship (Section 80 of the Labour Code), the employer is not obliged to provide an assessment of the employee's work at the end of the employment relationship (Section 81 of the Labour Code), there is no deadline for the advance notification of the work schedule [Section 97(4)–(5) of the Labour Code], the restrictions on the work schedule for Sundays and public holidays do not apply (Section 101 of the Labour Code), the provisions on the granting of leave do not apply (Mt. 122–124. §), however, upon termination of the employment relationship, any unused pro rata leave must be compensated (Mt. 125. §), there is no entitlement to sick leave, maternity leave or unpaid leave (Mt. Sections 126-133), there is no restriction on the repeated establishment or extension of a fixed-term employment relationship between the same parties [Section 192(4) of the Labour Code], the special provisions applicable to employees in managerial positions (Sections 208-211 of the Labour Code) do not apply, the employer may apply unequal working hours even in the absence of a working time framework or accounting period, and in the case of a model employment contract (see Annex to Act LXXV of 2010), the provisions on working time records and written wage accounting do not apply [Sections 134 and 155(2) of the Labour Code].

In this sector, it is not typical to organise and cooperate in order to improve working conditions. The news is full of reports that seasonal agricultural workers

5 | Commission Communication Guidance on the application of EU competition law to collective agreements on working conditions for individual self-employed workers https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=oj:JOC_2022_374_R_0002

are few and far between and expensive.[6] So what can provide security for workers? In my opinion, one answer is the obligation of the parties to provide information, which is the basis for cooperation.

In the literature, the obligation to provide information can be derived from the principles of good faith and fairness. After all, the requirements of good faith and fairness can be described almost exclusively in theoretical terms, which is why in legal practice they are accompanied by other principles that clarify and make their meaning understandable.[7] József Benke writes that within the concept of 'the requirements of good faith and fairness', the conceptual relationship between good faith and fairness is that they together form a single legal concept: good faith and fairness cannot be interpreted separately in connection with Section 1:3(1) of the Civil Code.[8] This concept is given substance, inter alia, by the parties' mutual obligation to provide information.

2. Employment data – interest of numerous people

In terms of labour utilisation in the agricultural sector, the concept of annual labour units is very revealing, as it corresponds to the annual work performed by a unit of labour, 1800 working hours, i.e. 225 working days of 8 hours each. With the help of this indicator, we can compare the labour input of persons employed for different periods of time by converting part-time work into full-time equivalents. According to preliminary data, in 2024, the number of unpaid annual labour units in the agricultural sector will be 142,011, while the number of paid annual labour units will be 116,678, for a total of 258,689. According to the data table on agricultural labour use published by the Central Statistical Office, since 1998, there has been a significantly higher number of unpaid labour units in the sector, who take on work voluntarily, typically working on family farms.[9]

6 | https://agraragazat.hu/hir/nav-120-nap-idenymunkara/ (09.09.2025)
7 | Barzó and Papp 2018, 32.
8 | The fact that the content of the principle is given by the combination of the two concepts is also supported by the fact that Section 2 of Act XIV of 1991, which inserted the principle into the introductory provisions of the Civil Code of 1959 (Section 4), effective as of 9 June 1991 still used the wording that the parties are obliged to act in accordance with the 'requirements of good faith and fairness', but this wording, on the basis of which some legal literature interpreted good faith separated from fairness in a particularly subjective sense, later proved to be incorrect. It took the legislator 15 years, until 2006, to recognise the fiasco and amend the wording of the basic principle to the singular 'the requirements of good faith and fairness' with the use of a single common article (Act III of 2006, Section 2). According to the explanatory memorandum to the 2006 amendment to the Civil Code, the legislation suggests the erroneous interpretation that there are two different concepts, which is supported by the use of the plural. In fact, however, the two are one concept, which is denoted by a fixed phrase similar to the German 'Treu und Glauben' and the English 'good faith and fair dealing'. See also: Benke 2022, 171.
9 | See also the following analysis: https://agroforum.hu/agrarhirek/agrarkozelet/alacsony-a-munkaero-termelekenyseg-az-agrariumban/ (29.09.2025).

19.1.1.5. Agricultural labour utilisation

Year	Unpaid Annual labour units (ALU)	Paid Annual labour units (ALU)	Total Annual labour units (ALU)	Change in real income per labour unit, previous year = 100.0%
1998	580,871	163,645	744,516	103.5
1999	573,415	150,073	723,488	82.7
2000	532,634	143,416	676,049	97.1
2001	507,762	135,175	642,937	105.4
2002	521,151	125,590	646,741	79.5
2003	458,037	123,870	581,907	103.2
2004	426,634	127,151	553,785	151.5
2005	407,682	114,566	522,248	100.8
2006	390,903	113,500	504,403	107.1
2007	348,046	111,245	459,291	106.9
2008	325,358	109,795	435,152	131.1
2009	336,482	110,028	446,510	67.7
2010	334,981	109,176	444,157	117.7
2011	328,889	108,062	436,951	149.3
2012	318,512	114,767	433,279	92.3
2013	323,604	120,820	444,424	110.1
2014	336,165	126,766	462,930	106.1
2015	310,966	130,936	441,903	94.3
2016	302,015	132,265	434,281	107.0
2017	292,848	128,567	421,415	101.5
2018	267,339	124,261	391,601	102.6
2019	240,823	118,068	358,891	106.7
2020	212,292	114,649	326,941	107.2
2021	204,059	114,967	319,026	104.0
2022	180,251	109,008	289,529	102.4
2023	156,949	117,214	274,163	99.1
2024	142,011	116,678	258,689	90.3

In 2020, a total of 211,300 people were employed in the agricultural sector, of whom 155,300 were men and 56,000 were women.[10] The sector has seen continuous growth since 2009, with 204,000 people employed in the first quarter of 2025 and 204,000 in the second quarter 203,200, which are seasonally adjusted figures.

10 | https://www.ksh.hu/docs/hun/xstadat/xstadat_hosszu/h_qlf017.html (09.09.2025).

20.2.1.36. Seasonally adjusted time series of the number of persons employed by specific sectors of the national economy, by quarter

Year	Quarter	Original time series, agriculture, thousands	Original time series, agriculture, previous quarter = 100.0%	Seasonally adjusted time series, agriculture, thousand persons	Seasonally adjusted time series, agriculture, previous quarter = 100.0%
2009	I	173.9	...	179.9	...
	II	176.7	101.6	174.8	97.2
	III	179.6	101.6	175.1	100.2
	IV	175.0	97.5	175.4	100.1
2010	I	162.5	92.8	168.0	95.8
	II	177.3	109.1	175.3	104.3
	III	182.0	102.7	177.6	101.3
	IV	177.1	97.3	177.5	100.0
2011	I	176.1	99.4	182.0	102.5
	II	184.2	104.6	182.1	100.0
	III	195.4	106.1	190.8	104.8
	IV	190.2	97.3	190.8	100.0
2012	I	184.7	97.1	190.7	100.0
	II	197.3	106.8	194.9	102.2
	III	201.1	101.9	196.5	100.8
	IV	195.9	97.4	196.6	100.0
2013	I	183.5	93.7	189.2	96.3
	II	193.4	105.4	191.0	100.9
	III	189.8	98.2	185.8	97.3
	IV	178.9	94.2	179.7	96.7
2014	I	180.7	101.0	186.1	103.5
	II	189.2	104.7	186.7	100.4
	III	197.2	104.2	193.3	103.5
	IV	197.4	100.1	198.3	102.6
2015	I	192.1	97.3	197.4	99.6
	II	208.8	108.7	206.1	104.4
	III	212.1	101.6	208.4	101.1
	IV	208.3	98.2	209.3	100.4
2016	I	214.3	102.9	219.7	105.0
	II	226.9	105.9	223.9	101.9
	III	223.7	98.6	220.2	98.3
	IV	213.4	95.4	214.3	97.3

Year	Quarter	Original time series, agriculture, thousands	Original time series, agriculture, previous quarter = 100.0%	Seasonally adjusted time series, agriculture, thousand persons	Seasonally adjusted time series, agriculture, previous quarter = 100.0%
2017	I	212.8	99.7	217.8	101.6
	II	221.8	104.2	219.1	100.6
	III	228.7	103.1	225.7	103.0
	IV	226.2	98.9	226.9	100.5
2018	I	224.1	99.1	228.9	100.9
	II	222.4	99.3	219.9	96.1
	III	215.9	97.1	213.5	97.1
	IV	222.7	103.1	223.2	104.5
2019	I	208.2	93.5	212.3	95.1
	II	223.2	107.2	220.7	103.9
	III	211.6	94.8	209.5	94.9
	IV	216.4	102.3	216.8	103.5
2020	I	217.1	100.3	221.0	102.0
	II	213.8	98.5	211.6	95.7
	III	210.1	98.3	208.1	98.3
	IV	209.8	99.8	210.3	101.1
2021	I	202.7	96.6	206.2	98.1
	II	199.7	98.5	197.8	95.9
	III	206.0	103.1	203.9	103.1
	IV	199.5	96.8	200.2	98.2
2022	I	195.0	97.7	198.2	99.0
	II	202.7	103.9	200.7	101.2
	III	205.7	101.5	203.6	101.4
	IV	206.1	100.2	207.0	101.7
2023	I	198.8	96.4	201.9	97.5
	II	210.1	105.7	208.0	103.0
	III	217.1	103.3	215.0	103.4
	IV	204.0	94.0	205.2	95.4
2024	I	205.9	100.9	208.8	101.8
	II	203.4	98.8	201.2	96.4
	III	193.3	95.1	191.6	95.2
	IV	193.1	99.9	194.3	101.4
2025	I	201.4	104.3	204.0	105.0
	II	205.5	102.1	203.2	99.6
	III				
	IV				

For workers employed in the agricultural sector, safety comes before everything else.[11] Occupational safety inspections are significant in the sector, but they are naturally focused on occupational safety. [12]

The aim of this article is to examine the employment rules relating to information, their background and their classification according to severity, extent and permanence, from among the 19 employment, 82 occupational safety and 7 other regulations. Violations of regulations, which are referred to as non-compliance in the social conditionality system, can be negligible, minor, moderate or serious in terms of severity; they can be internal or external to the economy in terms of extent; and they can be remedied in the short term or in the long term in terms of duration. When determining the legal consequences, the recurrence of non-compliance must also be taken into account.

3. The EU directive basis for the social conditionality system

The purpose of this section is to examine how the Information Directive has changed since the 1991 legislation. The question is whether the legislator has succeeded in responding to changes in employment.

Council Directive 91/533/EEC (14 October 1991) on the employer's obligation to inform the employee about the terms of the contract or employment relationship served to ensure that employees in the Council Directive 91/533/EEC, adopted on 14 October 1991, deals directly with the requirement for employers to inform their workers in detail and in full about the terms and conditions of the contract or employment relationship. This directive aimed at ensuring that all workers in the European Union would be assured of written information setting out the core terms and conditions relating to their employment, and any subsequent variations or changes that would arise in relation to these terms. Interestingly, this significant directive has its basis in Article 9 of the Community Charter of Fundamental Social Rights of Workers. The role of the Community Charter is significant, in that it has, without doubt, played an essential part in forming and developing the social aspect of the European Union, and consequently had a profound effect upon the drafting and development of European labour law.

The Directive had expressly provided that the employer was legally bound to inform. It is, however, significant that it did not expressly regulate or deal with instances in which an employee was busy with more than one employer

11 | Information on this is provided continuously to those employed in agriculture, see: https://www.nak.hu/agazati-hirek/mezogazdasag/146-novenytermesztes/96974-a-munkavedelemre-a-mezogazdasagban-komolyan-oda-kell-figyelni (09.09.2025)
12 | See the reports on the annual inspection findings of the occupational safety authority: https://mvff.munka.hu/#/a_munkavedelmi_hatosag_jelentesei (09.09.2025)

simultaneously. It therefore seems that, for this omission, the Directive did not cover persons in such circumstances.[13]

It defined the core minimum content that should form part of the information obligation and included different conditions that related to the employment relationship established between the employer and the worker. When in this regard any change took place, the employer had to provide the worker with a written note that comprehensively spelled out the nature of the change, ensuring that such information was provided in the shortest time possible; however, the notification had to be made at the latest one month following the date when the change was implemented and took effect in the workplace when the change as implemented and took effect at the workplace.[14]

The European Court of Justice has carefully evaluated the content of the information presented in a number of judgments over time. In the specific case of 'Helmut Kampelmann and Others v Landschaftsverband Westfalen-Lippe', the Court expressed its view that the simple labelling or designation of an activity cannot, under any circumstances, be considered as a sufficient brief specification or a proper description of the actual work that is performed by the employee.[15] Furthermore, in the case of Wolfgang Lange v Georg Schünemann GmbH, the Court made a significant ruling stating that the act of ordering overtime work for an employee is regarded as a crucial and essential component of the overall employment relationship. This is noteworthy even though the Directive itself does not specifically include it in the list of elements of information that need to be provided, which highlights the necessity for the employee to be informed of this matter in writing under any circumstance.[16]

Of course, various new types of work had yet to be included in the Directive. Information regarding the place of work; if there is no principal or fixed place of work, it should be specified that the worker is employed at varying places of work, e.g., the registered office of the enterprise or, if relevant, the employer's residence

13 | Article 2 Obligation to provide information 1. "An employer shall be obliged to notify an employee to whom this Directive applies, hereinafter referred to as 'the employee', of the essential aspects of the contract or employment relationship."

14 | Toumieux 2016, 68.

15 | Judgment of the Court (Fifth Chamber) of 4 December 1997 – Helmut Kampelmann and Others v Landschaftsverband Westfalen-Lippe (C-253/96 to C-256/96), Stadtwerke Witten GmbH v Andreas Schade (C-257/96) and Klaus Haseley v Stadtwerke Altena GmbH (C-258/96); Reference for a preliminary ruling: Landesarbeitsgericht Hamm – Germany; Obligation to inform employees, Directive 91/533/EEC, Article 2(2)(c); Joined cases C-253/96, C-254/96, C-255/96, C-256/96, C-257/96 and C-258/96.

16 | Judgment of the Court (Fifth Chamber) of 8 February 2001 – Wolfgang Lange v Georg Schünemann GmbH; Reference for a preliminary ruling: Arbeitsgericht Bremen – Germany; Council Directive 91/533/EEC of 14 October 1991 on an employer's obligation to inform employees of the conditions applicable to the contract or employment relationship, Length of normal daily or weekly work, Rules on overtime, Rules of evidence; Case C-350/99.

place. Following the framework agreement on telework, it is arguable that, under this definition, the Directive applies to cover telework, e.g., ICT work.[17]

With regard to project work, it is specifically hard in this case to precisely establish the time taken for the work that is being conducted, as this is usually an almost unachievable mission due to several issues. Considering domestic and agricultural work, for example, in France, Belgium, Italy, Greece, and Austria, the period taken to do such work is usually marked with confusion, and the timing for payments is not usually in accordance with the actual time taken for the labour conducted. Even more, in the case of crowdwork, which is defined as work performed within online communities, the terms under which individuals work do not in any case align with the provisions stipulated in the pertinent Directive.[18]

Toumieux takes the view that flexible employment alternatives should receive first priority, rather than job security being given that place. He contends that if the duration of the information given to workers were set instead as a simple guideline, instead of taken and acted upon to make it an enforceable minimum, it would better serve to support the creation of new kinds of employment. This would also give both parties to the employment relationship more freedom in choosing how long that relationship is to endure. I am strongly compelled to criticise this point of view, for in reality, the proposal to relieve the duty of providing information does not actually enable flexibility, but instead in effect loosens the very basis upon which the contractual relationship is built. Even in defence of the creation of the directive was the assertion that digital work was booming rapidly and that swift changes had to be made in response to it. Still, I believe that the European Union's assumption that watering down rules for employment relationship obligations for information is the avenue that will make novel kinds of employment relationships more palatable is a seriously flawed approach. True partnership may only develop in the sharing of information and cooperation, which is an obligation that should be promoted in all fair and honest contracting parties. Furthermore, what is to follow for workers who work in the agricultural industry if we opt to make this essential rule softer too?

The question that subsequently is raised in this regard is that of the particular flexibility and security concept that shall indeed arise in the process of the overall review of the directive. Is it in fact that we must lose our sense of security in that we need to relax or ease the information obligation that is presently in existence?

Directive (EU) 2019/1152 of the European Parliament and of the Council, adopted on the date of 20 June 2019, aims to address the root issue of implementing transparent and predictable working conditions in the whole European Union. This directive was published for specific reasons, primarily because it was increasingly evident that it was necessary to implement minimum requirements at the EU level.

17 | Framework Agreement on Telework by ETUC, UNICE/UEAPME and CEEP, 16 July 2002.
18 | Toumieux 2016, 72–74.

These requirements are indivisible for ensuring that all workers receive adequate information on the key aspects of their employment relations and working conditions in which they spend their days working. Eventually, it is aimed at ensuring all workers in the EU have an adequate level of transparency and predictability in relation to their working conditions. Meanwhile, it should ensure an adequate level of flexibility in non-standard working arrangements, maintaining the innumerable benefits these arrangements have for both workers and employers.[19]

The new Directive is to supersede the old Directive that enforced the duty of furnishing information in writing and shall instead bring in an all-new instrument conceived solely for the purpose of ensuring and strengthening transparency in regard to working conditions for all workers within the European Union. Apart from this, it provides for fresh substantive rights in relation to enhancing both the certainty and the predictability of working conditions, of which particular importance it aims to accord to individuals who remain in vulnerable employment conditions.[20] This valuable addition is to be achieved through Chapter II, which stipulates the requirements for up-to-date basic information in relation to the employment relationship for all EU workers. This includes an estimated 2 to 3 million workers who, at the present state, remain outside the remit of the existing Written Information Directive. The latter specifies the definitions of the term 'worker' and the term 'employment relationship' in accordance with the law of each Member State. To achieve more clarification in regard to the personal scope of the Directive, the term 'worker' is defined in light of the settled case law of the Court of Justice of the European Union (CJEU) in regard to the establishment of the law status of workers.[21] Also, in an endeavour to expand its personal scope, the Directive places restraints on the freedom of Member States in regard to excluding workers who remain in short-term or casual employment. This specific clause is of great significance in relation to the aspect of rights and safeguards in regard to labour.

Directive 91/533/EEC includes an exhaustive list that defines the key elements typical of an employment contract or the employment relationship, in general, and it is provided that such information must be communicated in writing to the workers. Following the effective response to the fluid character of the labour market, and specifically the growth that has been registered in non-typical forms of employment, such a revision of the specific list has proved necessary. This list is

19 | See: Directive of the European Parliament and of the Council on transparent and predictable working conditions in the European Union, Preamble 4 and 6.

20 | Article 2 – Definitions Proposal for a Directive of the European Parliament and of the Council on transparent and predictable working conditions in the European Union. SWD(2017)205 final, pp. 21 and 25, and footnote 50. See also Commission Communication: 'A European agenda for the collaborative economy' (COM(2016) 356 final), point 2.4. SWD(2017)205 final, 24.

21 | See: Case 66/85; 14 October 2010, Union Syndicale Solidaires Isère, Case C-428/09; 9 July 2015, Balkaya, Case C-229/14; 4 December 2014, FNV Kunsten, Case C-413/13; and 17 November 2016, Ruhrlandklinik.

not definitive, but it may increase and complement, in selected Member States, in an effort to better suit their respective contexts and realities.[22]

In the situation that, owing to the very characteristics that form part of the nature of the work being performed, such as in the situation of on-call contracts, it is impracticable to set an inflexible or fixed work schedule, the employer shall notify the workers in due detail of the mechanisms and methods employed in the determination of their working hours, and such notice shall indicate the minimum level of prior notice that should in fact be provided to the workers before the initiation of their work activity, and times and periods when workers could potentially be called or invited to perform their work obligation.[23]

It is critical that workers receive an assurance that, from the start of their term, they will have the right to access written proof outlining their rights and responsibilities that arise from their employment relationship. Hence, they must receive this core information in the soonest practicable time, and at the soonest, one entire calendar week from the commencement of their first day of work. Furthermore, any subsequent remaining information that is relevant to their employment should be provided to them in an equally non-exceeding time period of one month from their first day of work.

It is necessary to maintain at least a minimum degree of predictability for workers who work in jobs that follow a schedule that is largely or even completely unpredictable. Under these conditions, the schedule for work is in significant part established by the employer's actions and decisions. This establishment may follow directly when the employer specifically sets certain tasks or working hours for the workers, or it may follow indirectly, for example, when the employer asks that the worker remain available in order to answer various customer questions and requests when they occur.[24]

Particularly unpredictable for the worker are on-call or comparable employment contracts, which, in particular, include zero-hour contracts, wherein the employer may entrust the worker with the flexible demand to work at any time that it is needed for business purposes. Member States authorising such contracts should take it upon themselves to ensure that effective provisions are in place and enacted in order to prevent any form of abuse of such contracts. Such preventive provisions may consist of the drawing of limits on the use and the duration of such contracts, and in the use of a rebuttable presumption for the existence of an employment relationship or employment contract that would ensure the number of working hours, based on the number of working hours that were expended in a predetermined, specified term of reference. Furthermore, other analogous provisions may be enacted in order to ensure that effective prevention exists from

22 | Directive of the European Parliament and of the Council on transparent and predictable working conditions in the European Union, Preamble 21, Article 4.
23 | Ibid., Preamble 23 and Article 5.
24 | Ibid., Preamble 30.

any form of abuse of these contracts. Implementation of this Directive shall not constitute justification for any limitation that is placed on existing rights, that are granted in accordance with existing Union or national law in this respective domain, and it shall not constitute any basis in law for reductions in the overall level of protection that is granted to workers in the subject domain, that is addressed in this Directive. Of particular significance, it should specifically not justify the continued usage of zero-hour contracts and comparable employment contracts of this nature.[25]

It is more than apparent that fresh and innovative methods of employment have now been appropriately incorporated within the compass and purview of the Directive. Following such incorporation, it is critical to appreciate that in tandem with the constant endeavours made both by workers and employers in regards to opening up employment avenues, there should also be built-in minimum level of security within the domain of labour law. Accordingly, the minimum rights provided to workers in the European Union can now be encapsulated thusly: firstly, they should be adequately informed of the nature of the employment relationship; secondly, there ought to be an expressly defined limitation on the duration of the probationary period; thirdly, there should remain the possibility for concurrent employment to be an avenue of interest; fourthly, minimum level of work predictability should be assured even in scenarios wherein an employee's working schedule is completely or predominantly non-predetermined; fifthly, effective provisions should be in place in regard to preventing abusive practices, in particular in the context of on-call or similar employment contracts; sixthly, there should remain the potential for workers to seek access to a method of employment that provides for more predictable and stable working conditions; seventhly, there should remain assurances that pertain to obligatory training specifications; and, finally, there should remain the potential for collective agreements in allowing for exemptions from minimum rights and in doing so in favour of the worker.

From my own point of view, the European labour law of the future is certainly heading towards facilitating and ensuring more secure employment for more segments of workers. This is specifically one that has been expressly emphasised in the past case law named Kampelmann and Lange, which was directly related to the Information Directive. Of particular interest is that, if only they comply with the requirements set in the EU workers' definition, a wide array of workers, like domestic workers, on-call workers, temporary workers, voucher workers, platform workers, interns, and even workers who receive apprenticeship training, all fall and are subject to the coverage of this directive.

25 | Directive of the European Parliament and of the Council on transparent and predictable working conditions in the European Union, Preamble 35. 47.

4. Domestic provisions on information in the Labour Code

In accordance with the decree on social conditions, violations of the rules on information provision are minor in nature, limited to the economy, and can be remedied in the short term. This also has symbolic significance. Below, we examine the provisions of Act I of 2012 on the Labour Code (hereinafter: Mt.), whose failure to comply with may have adverse legal consequences in the sector.

According to Article 3 of Directive (EU) 2019/1152, information on employment conditions must be provided in writing. Accordingly, Section 46(1) of the Mt. refers to the obligation to provide information on the establishment of an employment relationship.

Article 4 stipulates that agricultural employment must be based on an employment contract. In the course of agricultural work, it must be ensured that the employee is informed of the essential aspects of the employment relationship. Section 23(1)–(2) of the Labour Code deals with the obligation to put the employment contract in writing, and employment without a written employment contract or a formally defective employment contract (the employer does not provide the employment contract to the employee) has legal consequences. Similarly, Section 45(1)–(3) and (5) of the Labour Code deals with the mandatory content of employment contracts, and an employment contract with incomplete content has legal consequences. Section 202(1) of the Labour Code does not require a written employment contract in the case of simplified employment, but if one is drawn up, it must comply with the general provisions of the Labour Code.

Failure to comply with the obligation to provide information on the establishment of Failure to comply with the obligation to provide information on the establishment of an employment relationship under Section 46 of the Labour Code, or failure to comply with the obligation to communicate the work schedule and, if necessary, to amend it in accordance with the rules under Sections 97(4) and (5) of the Labour Code, shall entail adverse legal consequences in the sector. The latter provision does not apply in the case of simplified employment. In the context of work schedules, a violation of Section 135(7) of the Labour Code has legal consequences, according to which, in the case of a collective agreement, a work schedule may be modified at least 48 hours before the start of the daily working time specified in the schedule.

The basis for the violation of the reporting obligation relating to the legal relationship of simplified employment is Section 201 of the Labour Code on employment relationships for simplified employment or casual work. According to Section 3(1) and Section 11(1) of Act LXXV of 2010 on simplified employment, a simplified legal relationship is established by fulfilling the reporting obligation, which is further regulated by Section 3 of Annex 1 to Act CL of 2017 on the Rules of Taxation.

The basis for the lender's failure to comply with its information obligation is Section 218(3)(a) of the Labour Code, which can be considered negligible in severity. This is highly objectionable**.**

Article 5 of the Directive stipulates that the information must be provided during the first seven days of employment. This article corresponds to Section 45(1) of the Labour Code, which deals with the mandatory content of employment contracts, and Section 46(1) of the Labour Code, which deals with the obligation to provide information relating to the establishment of an employment relationship. Failure to comply with the obligation to provide information on the establishment of an employment relationship and to provide a complete employment contract will result in non-compliance.

Article 6 of the Directive stipulates that information on changes to the employment relationship must be provided in writing. Failure to comply with the obligation to provide information on changes to working conditions is based on Section 38(1) of the Labour Code [Section 46(1) of the Labour Code]: the obligation to provide information in the event of a transfer of rights and obligations, Section 46(5) of the Labour Code the obligation to provide information on changes in working conditions, and Section 47(3) of the Labour Code the obligation to provide information in the event of work abroad.

5. Assessment

Violations of the rules on information are minor in scale within the economy and can be remedied in the short term. My first thought regarding the minor legal consequences of the obligation to provide information was that this important legal institution does not carry sufficient weight, and not only in the agricultural sector. The question arises, what if it did? How realistic is this? In the agricultural sector in our country, many people work within the framework of family farms. My questions are relevant to those who are visible. They mainly work on a seasonal basis and under simplified employment arrangements.

With regard to the state of compliance with domestic law, we can find the following among the available sources. If the employer fails to make the preliminary notification related to simplified employment, the employee must be registered not as a person in simplified employment, but as a person employed under the general rules, i.e. as an employee. If they fail to do so, they will be subject to the legal consequences of employing unregistered employees. The fine for employing an unregistered employee can be up to two million forints[26]. An employer who accumulates tax debts of HUF 300,000 or more in simplified employment, social contribution tax, rehabilitation contribution, and personal income tax advance

26 | Act CL of 2017 on the Rules of Taxation, Section 225(1)

payments is not eligible for further simplified employment until the debt is paid in full. The employer will therefore only become eligible for simplified employment again once the entire outstanding debt has been paid; it is not sufficient for the debt to fall below HUF 300,000. If the employer has registered and employed employees under simplified employment despite the outstanding debt, the legal status of these persons must be reclassified as an employment relationship.[27]

The starting point is Section 7(10) of the Act, which defines the concept of an undeclared employee, according to which the following persons are considered undeclared employees: a natural person personally involved in the taxpayer's activity, in respect of whom the employer or payer has not fulfilled their obligation to register them with the social security administration, or the employer or payer cannot prove that the legal relationship of the person involved in their activity is outside the scope of the registration obligation. There are also cases where the taxpayer has submitted a simplified employee registration for their casual employee, but because the number of days included in the registration has already exceeded the permitted number (i.e. exceeded the time limit), the registration was put on hold and the taxpayer was notified in connection with the submitted tax return that they should register the employee in accordance with the general Labour Code. Employment in excess of the employment limits is not the same as the employment of an unreported employee, as this is a case of irregular employment under a different legal relationship, and this conduct is not aimed at avoiding tax liability, but at the same time, the irregularity must be sanctioned. In such cases, since simplified employment was established but was carried out irregularly, the general penalty rule, Section 220(1) of the Act, shall apply, according to which, unless otherwise provided by law, the tax authority shall impose a penalty on a natural person taxpayer for breach of an obligation laid down in this Act in a law imposing tax obligations, or in other legislation based on the authorisation of these laws, the tax authority may impose a default penalty of up to four hundred thousand forints on natural person taxpayers and up to one million forints on non-natural person taxpayers.[28]

It seems that the failure to comply with the obligation to provide information is not sufficiently important to the Hungarian legislator. However, information would be particularly important in this sector, as the work is seasonal and simplified.

The 24 April 2025 issue of the Hungarian Gazette published Act X of 2025 amending Act LXXV of 2010 on simplified employment, which will significantly change the rules on simplified employment from 1 January 2026. The purpose of the announced amendments is to help meet the labour needs of the agricultural sector and to provide more flexible employment opportunities for sectors

27 | https://nav.gov.hu/ugyfeliranytu/nezzen-utana/tudjon_rola/visszatero-hibak-az-egyszerusitett-foglalkoztatasban (24.09.2025)
28 | Act CL of 2017 on the Rules of Taxation, Section 220(1)

requiring seasonal labour. In order to maintain the viability of the agricultural sector, it is necessary and justified to ensure that, in the case of seasonal agricultural work, employees can work more days than the general rules allow under simplified employment. The legislator's stated aim is to contribute to meeting the high demand for seasonal labour in the agricultural sector and to make the use of casual labour more flexible in all sectors of the national economy. From 1 July 2025, employers must take into account the change in legislation that if an employee enters into multiple employment relationships for seasonal work, casual work, or seasonal and casual work, the total duration of these employment relationships may not exceed 120 days in a calendar year. From 1 January 2026, the most important change for the agricultural sector is that the legislator is 'softening' the above rule, i.e. the total duration of employment relationships established for seasonal agricultural work will be increased by a further 90 days from 120 days in a calendar year (to a total of 210 days). This represents a significant relief for the agricultural sector, which has significant seasonal labour needs. In the case of workers employed under simplified employment, the amount of public charges payable by the employer under the current rules is 0.75 per cent of the minimum wage for each calendar day of employment in the case of seasonal agricultural work, and then, as a result of the 2026 amendments, 1.125 per cent of the minimum wage for the additional 90 days following the first 120 days of seasonal agricultural work. In line with the above, the basis for calculating pension benefits will also be modified for different forms of employment, which will also be determined as a percentage of the minimum wage. After the first 120 days of seasonal agricultural work, it will be 2.1 per cent of the minimum wage per day, while after the additional 90 days of seasonal agricultural work, it will be 3.15 per cent of the minimum wage per day. It is important to note that the new provisions will apply to work performed after 31 December 2025.[29] The focus remains on relaxing the rules, but by increasing the amount of the contribution, the legislator is seeking to raise the level of social security.

In addition to the legal consequences established by the NAV with regard to the reporting obligation, there will be legal consequences in the support system for violating the reporting obligation, if any, as no other resources are available due to the failure to comply with this reporting obligation. In the context of social conditionality, the basis for assessing all further support is the basic income support financed by the European Agricultural Guarantee Fund to promote sustainability, the related transitional national support, and the supplementary income support promoting sustainability, which may be granted through reallocation, in accordance with the provisions of Decree 16/2023. (IV. 19.) AM on certain issues related to the use of such support. As the rules on social conditionality are less stringent

29 | https://www.nak.hu/tajekoztatasi-szolgaltatas/adozas/108646-ujabb-valtozasok-2026-evtol-az-egyszerusitett-foglalkoztatasban (24.09.2025)

than EU requirements due to the government's economic policy, a significant proportion of farmers will be excluded from this and all further support due to non-compliance.

The sea of regulations that generally characterise law enforcement also makes the functioning of the agricultural sector opaque and untraceable. Moreover, the primacy and direct effect of EU law only puts further pressure on the legislator. In this sea of regulations, an important institution, such as the obligation to provide information, which is based on cooperation between the parties, is simply lost. Yet how simple it would be to rely on general standards of conduct and operate accordingly in contractual relationships! In the system of social conditionality, violations of the right to information seem insignificant in our country, while the situation of employer farmers is not the easiest either. It is a complex problem that seems to be coming to a head in the context of compliance with minimum employment conditions in the agricultural sector. The multitude and complexity of legal rules, the imperative nature of Community law objectives and the loss of faith in basic behavioural requirements all lead us to forget to inform each other in good faith and fairly. We do not believe that it can work so simply. Nor do I believe that the importance of the obligation to provide information in the agricultural sector should have been emphasised in the context of discussing the legal consequences of support policy. However, since this has happened, I think it is important to emphasise that the employment situation of workers in agriculture in our country – and at the European Union level – is only partly a consequence of their contractual behaviour; they are victims of the 'atomisation' of the law[30].

30 | On the atomisation of law and the role of secondary legal norms in subsidy law, see: Korom, Temesi 2025, 457–473; Leszkoven 2024, 16.

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