OPINION OF ADVOCATE GENERAL TESAURO

delivered on 9 October 1997 *

1. The six references for preliminary rulings from the Landesarbeitsgericht Hamm in six cases pending before it, each containing five substantially identical questions, offer the Court an opportunity to interpret for the first time 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 [1] (hereinafter 'the directive').

Legislative background

2. The directive constitutes a means of achieving the objectives of the Community's social policy [2] and of implementing the Community Charter of the Fundamental Social Rights of Workers, adopted in Strasbourg on 9 December 1989. [3]

For present purposes, it lays down the right of employees to be fully informed of all aspects of their contractual position, which are material to other rights and obligations deriving from the employment relationship. The extent of the employer's obligation to ensure an employee is properly informed is set out in the list of 'essential aspects of the contract or employment relationship' in Article 2(2) of the directive. Those listed under (c) are of interest in connection with the questions referred to the Court:

'(i) the title, grade, nature or category of the work for which the employee is employed;

or

(ii) a brief specification or description of the work'. [4]

* Original language: Italian.

1 — OJ 1991 L 288, p. 32.

2 — The legal basis chosen for the adoption of the directive was Article 100 of the Treaty, but the preamble itself, in its fifth recital, also mentions Article 117 and the obligation thereunder for Member States to 'promote improved working conditions and an improved standard of living for workers, so as to make possible their harmonization while the improvement is being maintained'.

3 — In particular, in paragraph 17 of the Charter, the States acknowledge that 'information, consultation and participation for workers must be developed along appropriate lines, taking account of the practices in force in the various Member States'.

4 — These are aspects of the contract or the employment relationship in the case of which the directive does not allow the notification requirement to be complied with by reference to the relevant legislation or collective agreements, in contrast to the aspects listed in paragraphs 2(f), (g), (h), and (i) (see Article 2(3)); this makes clear that a worker has the right to be informed personally and in detail of these aspects.

3. Under Article 3 of the directive, the employer must comply with his obligation to provide information by giving the employee, not later than two months after the commencement of employment, one or more written documents containing the information referred to in Article 2. The employee must also be informed, according to the same rules, where there is any change in the details in question. In the case of contracts in existence upon the entry into force of the provisions transposing the directive in the various Member States, Article 9 provides that the employer is to give the employee, on request, the documents referred to in Article 3. [5]

Although the directive imposes a requirement that the contract of employment is to be in the form of a document, under Article 6 it is stated to be without prejudice to national law and practice concerning either the form of the contract or employment relationship, or proof as to the existence and content of a contract or employment relationship. Article 8 of the directive also requires Member States to enable all employees who consider themselves wronged by failure to comply with the obligations arising from the directive to pursue their claims by judicial process, thus evidently seeking to guarantee the effectiveness of the right to information.

5 — Under Article 3 of the directive, the information may be given in the form of either a written contract of employment, or a letter of engagement, or another written document or a written declaration signed by the employer, provided that they contain the information referred to in Article 2, even if only when taken together. In other words, the information on the essential aspects of the contract or employment relationship must be conveyed in writing.

4. The Member States were to transpose the directive into national law by 30 June 1993 at the latest. [6] Germany did so by Law of 20 July 1995. [7] The relevant provisions of the German Law are Paragraph 2(1)(5), which transposes Article 2(2)(c) of the directive and provides that written notification must contain the designation or general description of the work; and the second sentence of Paragraph 4, which transposes Article 9(2) of the directive and waives the obligation of the employer to give the employee written notification, even where he requests it, where the employment relationship was already in existence on the date on which the Law came into force and a previous written contract of employment or other written documents contain the information required. [8]

Facts and questions referred

5. The plaintiffs in the main proceedings in Cases C-253/96 to C-256/96 are employees of the Landschaftsverband Westfalen-Lippe (hereinafter 'the Landschaftsverband'). They were all notified in writing by their employer of the designation of their work and grade in which they were placed. In 1991 and 1992 all the plaintiffs applied to the Landschaftsverband for promotion to the

6 — See Article 9(1) of the directive.

7 — Gesetz über den Nachweis der für ein Arbeitsverhältnis geltenden wesentlichen Bedingungen (Nachweisgesetz — NachwG) (Law on notification of conditions governing an employment relationship), BGBl. I, p. 946.

8 — According to the second sentence of Paragraph 4, 'Soweit eine früher ausgestellte Niederschrift oder ein schriftlicher Arbeitsvertrag die nach diesem Gesetz erforderlichen Angaben enthält, entfällt diese Verpflichtung' (That obligation does not apply where a previous written notification or a written contract of employment contains the information required by this Law).

next grade and salary level, having *inter alia* been employed for the requisite period at the grade immediately below. The Landschaftsverband informed them in reply that the written notification of their grade was incorrect in that they had in fact been performing duties corresponding to a lower grade than that notified to them, so that the requirements for their promotion to the next grade were not met.

The actions brought before the competent Arbeitsgericht (Labour Court) were all dismissed on the ground that the plaintiffs had not demonstrated that they had performed the duties corresponding to the appropriate grade and designation of work for the requisite period to justify their application for promotion to the next grade. The national court of first instance held that the notification of their previous classification by the employer, which the latter then asserted to be incorrect, was irrelevant in terms of probative value. The plaintiffs appealed against the decisions at first instance to the Landesarbeitsgericht (Regional Labour Court), Hamm.

6. In Cases C-257/96 and C-258/96, the plaintiffs are employees respectively of the limited company comprising the utilities for the town of Witten (Stadtwerke Witten GmbH) and the municipal undertaking providing the utilities for the town of Altena (Stadtwerke Altena GmbH). In both cases, the employees were notified by their employer at the material time of their promotion to a higher grade. However, in 1992 and 1993, those employers informed the employees in question that they could not take into account the grades previously notified to them, as they were the result of an incorrect assessment: consequently, the employees were denied promotion to the next grade.

In the actions brought by the employees, one of the courts granted the application and ordered the employer to remunerate the employee in accordance with the grade to which he aspired; however, the other court dismissed the application on the ground that there was no evidence that duties appropriate to a higher grade had in fact been performed. In both cases, the unsuccessful party lodged an appeal with the Landesarbeitsgericht, Hamm.

7. The proceedings before the national court thus turn on the question of the relevance, in terms of probative value, in the light of the directive and, in particular, Article 2 thereof, of the notification which an employer gives to an employee of his contractual classification and the salary pertaining thereto. In this case, the employers argue that the notification given to the employees did not in fact reflect the duties actually performed by them.

8. Taking the view that the solution to the disputes before it depended on the interpretation of the relevant provisions of the directive, the Landesarbeitsgericht, Hamm,

referred five questions to the Court of Justice for a preliminary ruling, which can be summarized as follows:

(1) Is Article 2(2) of the directive to be interpreted as having the purpose of modifying the burden of proof in the employee's favour, in particular so that, in an employment dispute, he does not have to furnish proof of matters relating to the contract or employment relationship notified to him in writing by his employer?

(2) If the first question is answered in the affirmative, has Article 2(2)(c)(i) of the directive [9] been directly applicable since 1 July 1993 against a public body?

(3) If the second question is answered in the affirmative, must the information concerning the 'nature or category of the work' which is given to the employee under Article 2(2)(c)(i) of the directive [10] be understood to mean that the employee must be able to see, from the notification of his classification in a particular salary grade and category, whether he is entitled to advancement?

(4) Is notification pursuant to Article 2(2)(c) of the directive binding on the employer in the sense that he is bound by the classification of the job as notified to the employee until such time as he proves that the grading was incorrect, or at least until he shows that the employee was graded mistakenly or that the classification of the work has been lowered in the course of time? [11]

(5) Finally, is the national law implementing the directive in conformity therewith, and in particular with Article 9 thereof, in providing that, in the case of an employment relationship in existence when that Law came into force, the employer has no obligation to give the employee written notification, even on request, where a previous written notification or a written contract of employment contains the information required,

9 — In fact, in this question, as in the others, the national court refers to Article 2(2)(c)(ii) of the directive. However, as both the Commission and the German Government have pointed out in their observations, the question concerns subparagraph (i) of the article, which is confirmed by the fact that the following question refers to the 'nature or category of the work', an expression appearing in subparagraph (i) rather than subparagraph (ii).

10 — See previous note.

11 — The fourth question referred for a ruling in cases C-257/96 and C-258/96 is worded differently because of the particular facts of those cases. However, in those two cases too, the national court is seeking clarification regarding the probative value of notification to employees of their grading in order to establish the extent to which the burden of proving what duties were actually performed falls on the employee. Accordingly, the different wording of the question does not need to be dealt with separately.

with the consequence that such earlier notification continues to be valid, so that, if an employer gives a more recent written notification which conflicts with the earlier one, he must prove that the later notification is correct?

The first and fourth questions

9. I would like to deal with the first and fourth questions together, since they both turn on the relevance, in terms of probative value, of the notification which an employer is obliged to give an employee. More specifically, in the first question, the national court is asking whether an employee who seeks to rely in court on his position at work as described in the notification given to him by his employer, can confine himself to producing the documents he has received, the burden of proving any inaccuracies falling on the employer. Similarly, in the fourth question, that court asks whether an employer is bound by notification given to an employee, under Article 2 of the directive, unless the information contained in it can be shown to be inaccurate.

Obviously, in both cases it is a matter of establishing the effect, in terms of probative value, of the notification by means of which the employer informs the employee in writing of the essential aspects of his contract or employment relationship. I would add, although the national court makes no mention of this point, that the answer to those questions also requires the interpretation of Article 6, according to which the directive 'shall be without prejudice to national law and practice concerning the form of the contract or employment relationship, proof as regards the existence and content of a contract or employment relationship, [or] the relevant procedural rules'. [12]

10. I would point out at the outset that the correct interpretation of the relevant provisions of the directive cannot leave its ultimate objective out of account. The directive, although based, as stated, on Article 100 of the Treaty, constitutes, because of the obvious impact which the relevant national legislation has on the operation of the common market, a means of implementing the Community Charter of the Fundamental Social Rights of Workers and seeks to improve the living and working conditions of workers in accordance with the aims of Community social policy (fourth and fifth recitals). In particular, the Community legislature's intention was to harmonize national rules on

12 — The provision departs to some extent from the Commission proposal, significantly entitled 'Proposal for a Council Directive on a form of proof of an employment relationship' (OJ 1991 C 24, p. 3), without, however, frustrating its objective. The fourth recital in the preamble to the proposal points to the need 'to establish at Community level the general requirement that every employee must be provided with a document constituting a form of proof of the main terms of his employment relationship with his employer'. The stated aim of the proposal was to guarantee an employee another means of proof of the rights deriving from his contract of employment, as is clear from the opinion of the Economic and Social Committee (OJ 1991 C 159, p. 32). On the differences between the proposal and the final version adopted, see J. Clark, M. Hall, 'The Cinderella Directive? Employee Rights to Information about Conditions Applicable to their Contract or Employment Relationship', in *ILJ*, 1992, p. 108; B. Bercusson, *European Labour Law*, London, 1996, p. 433 et seq.

the notification of employees, in pursuit of the objective of providing them 'with improved protection against possible infringements of their rights'. [13]

It is precisely in this light that we should consider the importance, on the one hand, of the employer's obligation to inform the employee of the essential aspects of his contract or employment relationship and the irrelevance, on the other hand, under Article 6 of the directive, of that obligation in relation to law and practices concerning the form and proof of the contract of employment.

In particular, by making the requirement of written notification under the directive irrelevant as regards the form of the contract or employment relationship and the rules on proof as laid down by national law, the Community legislature sought to allow employees to prove the existence and terms of their employment relationship by any means, [14] hence even in the absence of a written document.

11. Of course, this does not mean that notification has no value for the purposes of proving what duties have been performed. To draw such a conclusion would be to overlook the purpose and reason for the existence of the notification in question, which is to inform employees of the essential aspects of their contract or employment relationship, above all in order to guarantee the effectiveness of their rights and ensure that they can be relied on, if necessary, in the national courts.

Accordingly, while the directive is without prejudice to national law and practice concerning proof as regards the existence and content of a contract or employment relationship, it must none the less be recognized that the details given by the employer himself in the notification cannot be wholly devoid of relevance, in terms of probative value.

12. That said, I would stress that the fact that no means of proof is excluded means that an employee can prove the existence and terms of his employment relationship by any means and, therefore, even by producing in court the notification given to him by his employer in accordance with the provisions implementing the directive. Obviously, the relevance and probative value of that document will be assessed by the court, in accordance with the rules of procedure of national law.

13 — See the second recital in the preamble to the directive.

14 — The objective of the Commission's proposal was also consistent with this interpretation, so much so that the Economic and Social Committee, in its opinion (see footnote 12), suggested the insertion in Article 2 of the following wording: '(...) the employment relationship and the conditions governing it may be proved by any suitable means' because 'if a written document were to be made obligatory to prove the existence of an employment contract, then the absence of such a document might be presumed by the courts to indicate that no employment relationship existed. In such cases, the position of the worker would be worsened and it would be more difficult to prove the existence of an employment relationship'.

Precisely because it is stated to be without prejudice to rules relating to proof, the directive cannot be taken to reverse the burden of proof, which is normally borne by the plaintiff in accordance with the well-known principle *onus probandi incumbit ei qui dicit*. In other words, employees who are plaintiffs in proceedings in the national courts will indeed find it easier to discharge the burden of proof incumbent on them because they can produce the document in question in court, but this does not mean that mere production of the notification, in the absence of evidence to the contrary, which it is for the defendant to furnish, is sufficient in every case to prove in court the details contained in it.

13. The above considerations also point to the answer to the fourth question in which the national court asks the Court of Justice if an employer is bound by notification given to the employee pursuant to Article 2 of the directive unless the details given in it are shown to be inaccurate. On that point, suffice it to note that the employer's obligations derive exclusively from the contract and not from notification given pursuant to the directive, which merely serves as subsequent evidence of the details of the contract, which it must faithfully reflect. It follows that, on the one hand, the employer is bound exclusively by the contract and not by the subsequent notification; on the other hand, however, should the employee wish to prove that the notification reflects the substance of the agreement (deriving from the written contract or the actual situation in the absence of a written document), he will find it easier if he has a means of proof, even though it may not be incontrovertible or even, depending on the relevant rules of procedure, sufficient in itself.

The second question

14. In the second question referred for a preliminary ruling, the national court asks whether Article 2(2)(c)(i) of the directive [15] should be considered to have direct effect and whether it can therefore be relied on against the State as from the date by which the Member States should have transposed the directive into national law.

As the Commission has pointed out, the national court does not seem to distinguish, as regards the question of the direct effect of the aforesaid provision, between the period preceding the transposition into German law, from 1 July 1993 to 20 July 1995, and the period after that date, when direct effect can be relied on by reason of failure to transpose that provision correctly.

15. In the absence of implementing measures adopted within the prescribed period, the direct effect of a directive depends, as is well known, on whether its provisions, in particular as far as their prescriptive content is concerned, are sufficiently clear and precise

15 — Although raised in connection with indent (i) of the article in question, direct effect can in fact be dealt with in relation to the whole of subparagraph (c) which, as I have already said, and as we will see later, offers two alternatives.

so that it is not dependent on the adoption of further measures. [16]

In this case, Article 2 of the directive provides that an employer 'shall be obliged to notify' *inter alia* the following essential aspects of the contract to an employee: 'the title, grade, nature or category of the work ... or ... a brief specification or description of the work' (Article 2(2)(c)). Given the precise description of the information which the employer has to give an employee, I do not believe it is possible to question the clear and precise nature of the legislation's prescriptive content. Nor does the fact that the directive offers the national legislature the choice between notifying either the title, grade, nature or category of the work, or a brief specification or description of the work, undermine that conclusion.

According to the case-law, 'the right of a State to choose among several possible means of achieving the result required by a directive does not preclude the possibility for individuals of enforcing before the national courts rights whose content can be determined sufficiently precisely on the basis of the provisions of the directive alone'. [17] In requiring that an employee be notified of the aspects listed in Article 2(2)(c), the objective of the directive is to ensure that he is aware of the fundamental characteristics of the duties to be performed. Even taking account of the choice offered to the national legislature, therefore, it is possible to ascertain the minimum content of the obligation to provide information, which in any event enables the objective to be attained, namely to notify the employee of the specification or description of his work.

The obligation to provide information must therefore be considered to be unconditional and sufficiently precise.

16. It is established case-law that the direct effect of a provision contained in a directive can be relied upon only against a State which fails properly to implement the directive within the prescribed time-limit, and not against individuals. [18] Moreover, it is well known that in its case-law the Court has substantially widened the scope of 'vertical' direct effect, extending the possibility of relying on a directive against decentralized authorities [19] or against public authorities [20] and, in general, against 'organizations or bodies ... subject to the authority or control of the State or [having] special powers beyond those which result from the normal

16 — See *inter alia* Case 8/81 *Becker* [1982] ECR 53; Joined Cases 231/87 and 129/88 *Carpaneto Piacentino* [1989] ECR 3233; Joined Cases C-6/90 and C-9/90 *Francovich* [1991] ECR I-5357; Case C-236/92 *Regione Lombardia* [1994] ECR I-483.

17 — See the judgment in *Francovich*, cited in the previous footnote, paragraph 17.

18 — See, in particular, Case C-91/92 *Faccini Dori* [1994] ECR I-3325.

19 — See Case 103/88 *Fratelli Costanzo* [1989] ECR 1839.

20 — See Case 152/84 *Marshall* [1986] ECR 723.

rules applicable to relations between individuals', [21] whatever the legal form of the body in question.

In Cases C-253/96 and C-256/96, the defendant in the national proceedings is a 'regional authority', which, as the national court explains, is a decentralized authority, so there is no doubt that the relevant provision of the directive can be relied on against it. In Cases C-257/96 and C-258/96, the employers are municipal undertakings providing the utilities for the cities of Witten and Altena or, in any event, under the control of those municipalities and, accordingly, by virtue of the power exercised over them by the decentralized authority which controls them, the directive can be relied on against them as well.

17. Once the directive has been transposed into national law, direct effect is of relevance in cases where it has not been correctly transposed.

In particular, the national court raises doubts as to the correct transposition of Article 2(2)(c) of the directive by the Law of 20 July 1995 and, in particular, Paragraph 2(1)(5) thereof, under which an employer must inform an employee of 'the designation or general description of the work to be done by the employee'.

18. As has already been pointed out, the directive allows the national legislature to choose, on implementation, whether to require notification of the title, grade, nature or category of the work (Article 2(2)(c)(i)), or a brief specification or description of the work (indent (ii) of that article). The German legislature was therefore entitled to opt for the second possibility. However, in the wording of the equivalent national provision, the legislature allows the employer to discharge his obligation merely by notifying an employee of the 'designation' of the work, whereas the directive requires notification of at least a 'brief specification' of the work. [22]

I take the view that the obligation to notify an employee only of the 'designation' of his work does not achieve the objective of the directive on this point, which is to ensure that an employee is aware of the main characteristics of his job. Without wishing to endorse a more cautious interpretation, according to which the provision in question requires an individual analysis of the duties

21 — See Case C-188/89 *Foster* [1990] ECR I-3313, paragraph 18.

22 — The German legislation reads literally as follows: 'die Bezeichnung oder allgemeine Beschreibung der vom Arbeitnehmer zu leistenden Tätigkeit' (the designation or general description of the work to be done by the employee), whereas, even in the German version, the directive provides for notification of a 'kurze Charakterisierung oder Beschreibung der Arbeit' (brief specification or description of the work).

assigned to the employee,[23] there is no doubt that an employee must be made aware, even if only in summary form, of the nature of the duties he is required to perform. Whilst a designation of the work might meet that requirement in some cases, this may not be the case for other types of job, a description of which requires the individual listing of the relevant characteristics. Consequently, Paragraph 2(1)(5) of the Law of 20 July 1995 did not correctly transpose Article 2(2)(c)(ii) of the directive, with the result that it can effectively be relied on by an individual, either so that it is applied instead of the equivalent domestic provision or so that the domestic provision is interpreted in conformity with it.

The third question

19. In its third question, the national court asks the Court of Justice to interpret the expression 'nature or category of the work', which, under Article 2(2)(c)(i) of the directive, is one of the aspects of which an employee must be notified. In particular, the national court seeks to ascertain whether an employee must be able to see, from his classification in a particular salary grade and category of activity, whether he is entitled to advancement to a higher grade provided he meets certain requirements.

20. Let me point out, first of all, that, in the light of the answer I have suggested to the previous question, this question is of no relevance. Given that the national legislature was permitted to implement the directive without requiring notification of the 'nature or category of the work', but only of a brief specification or description of the work, and that the German legislature chose precisely the latter option in Paragraph 2(1)(5) of the Law of 20 July 1995, the answer to this question no longer seems relevant. However, should the Court of Justice take the opposite view, I would make the following points.

21. The directive merely requires an employer to inform an employee of his grading under the contract on commencing employment and to notify him of any changes which may occur during the course of his employment relationship in regard to the aspects of the contract notified to him initially. I do not believe that the relevant Community provision imposes an obligation on an employer to provide the sort of information which would enable an employee to foresee the course of his own career; this would depend, in the main, on the applicable collective agreement. Moreover, it is significant that the directive seeks to ensure that an employee is informed, not of every aspect of

23 — There was perhaps greater justification for that interpretation in the wording of the Commission proposal, which required notification of 'a description of the job and category of employment'. See, however, the opinion of the Economic and Social Committee, which found the requirement 'excessive'.

his contract and of all its implications, but only of its 'essential aspects' (Article 2(1)). Equally significant is the fact that the directive seeks to provide the employee with a 'minimum' of information, [24] thereby implicitly accepting that further information on the legal position of the employee does not fall within the terms of the employer's duty of notification.

The fifth question

22. In its fifth question, the national court asks the Court of Justice to interpret Article 9(2) of the directive, under which, in the case of contracts in existence at the time of the entry into force of the implementing provisions, an employee is to be given the document containing the information listed in Article 2 at his own request; in the absence of such a request, therefore, the employer is not obliged to inform him of the essential aspects of his contract. In particular, the German court asks the Court of Justice to assess the compatibility with the aforesaid provision of the directive of Paragraph 4 of the Law of 20 July 1995 which waives the employer's obligation to provide an employee with a written document where a previous written notification or a previous written contract of employment contains the information required. [25] In those circumstances, the German court argues that, as the previous notification is valid, an employer who provides a new notification contradicting the previous one must prove the accuracy of its contents.

23. The provision in question obviously represents a compromise between the employee's right to be informed, a right in respect of which any discrimination between employees taken on before and those taken on after the transposition of the directive [26] is unacceptable, and the need to avoid imposing an excessive bureaucratic burden on the employer, who would otherwise be obliged to provide potentially large numbers of employees with written notification within a short period.

The directive strikes a balance between those two divergent interests in that it makes notification subject to a request from the employee. As this constitutes a derogation from the fundamental obligation contained in the directive, I believe that the national legislature cannot extend its scope beyond what is expressly laid down. The German legislation in question allows an employer not to notify an employee, even at his request, wherever previous documents are in existence from which the information required by the directive is apparent. The employee's right to information is thus unacceptably compromised, compelling him to

24 — This can be inferred from the fact that Article 2(2) requires that the information cover 'at least' the aspects listed thereunder and that Article 2(2)(j) allows the content of the information to be supplemented by reference to bodies with which collective agreements have been concluded.

25 — See footnote 8 for the wording of the second sentence of Paragraph 4.

26 — The need for equal treatment is emphasized by J. Clark and M. Hall in 'The Cinderella Directive?', cited in footnote 12, page 111.

deduce his contractual position from a number of previous documents, to the detriment of the precision which he exhibited in requesting information from his employer.

24. Turning to the other matter raised in the fifth question, namely the binding nature of written notification given prior to the transposition of the directive, I would refer to my previous comments in connection with the first and fourth questions. Written notification is not a substitute for a contract of employment and the obligations (and rights) of the parties derive from the employment contract alone. A new notification which differs from the previous one can be justified only by a change in some aspect of the contract. Anyone who wishes to rely on such a change in court may provide evidence of it by producing the new notification in the proceedings, subject to the limits and effects laid down by the national rules of procedure.

Conclusion

25. In the light of the foregoing considerations, therefore, I propose that the Court of Justice reply to the questions referred by the Landesarbeitsgericht, Hamm, as follows:

(1) Article 2(2) of Directive 91/533/EEC on an employer's obligation to inform employees of the conditions applicable to the contract or employment relationship is to be interpreted as meaning that its purpose is not to reverse the burden of proof where the aspects of the contract or employment relationship contained in the written notification are to be relied on in court; that notification, although not the source of contractual obligations, constitutes evidence to be assessed within the limits and subject to the rules of procedure of the national legal system (first and fourth questions).

(2) Article 2(2)(c) of Directive 91/533 has had direct effect as of 1 July 1993, at least in so far as it lays down the minimum obligation on the part of an employer to notify to an employee a brief specification or description of his work; in the period following the transposition of the directive into national law, that article may be relied on in proceedings before the national courts where the directive has not been correctly transposed into national law (second question).

(3) The expression 'nature or category of the work' in Article 2(2)(c)(i) of Directive 91/533 is not to be interpreted as imposing an obligation on the employer to provide the kind of information which would enable an employee to foresee the course of his own career (third question).

(4) Article 9(2) of Directive 91/533 is to be interpreted as precluding the application of national legislation, such as the second sentence of Paragraph 4 of the German Law implementing the directive, which relieves the employer of the obligation to provide an employee with written notification, even if the employee requests it, where a previous written notification or a previous written contract contains the information required (fifth question).