

II

(Preparatory Acts)

COMMISSION

Amendments to the proposal for a Council Directive concerning the supply of workers by temporary employment businesses and fixed-duration contracts of employment ⁽¹⁾

COM(84) 159 final

(Submitted by the Commission to the Council pursuant to Article 149 (2) of the EEC Treaty on 6 April 1984)

(84/C 133/01)

ORIGINAL PROPOSAL

AMENDED PROPOSAL

Citations unchanged

Recitals 1 and 3 unchanged

Recital 2 deleted

Fourth recital

Whereas action should be taken to eliminate abuses with regard to the two main forms of temporary employment, namely the supply of workers by temporary employment businesses and the direct recruitment of workers on fixed duration contracts, and temporary labour subcontracting with delegation of authority should be treated as the supply of workers by temporary employment businesses;

Fourth recital

Whereas action should be taken to eliminate abuses, **where they exist** with regard to . . .
Rest: unchanged.

Fifth recital unchanged

Sixth recital

Whereas employers' operational flexibility must be maintained, in particular where they are subject to short-term fluctuations in staff numbers or economic activity;

Sixth recital

Whereas employers' operational flexibility must, **without prejudice to the rights of workers and the provisions of collective agreements, be maintained with a view in particular to enabling them to cope with** short-term fluctuations in staff numbers or economic activity;

⁽¹⁾ OJ No C 128, 19. 5. 1982, p. 2.

ORIGINAL PROPOSAL

AMENDED PROPOSAL

Recitals 7, 8 and 9 unchanged

Insert the following recital:

Whereas for these reasons it is important that, in a relatively short time, a degree of approximation of national laws be achieved regarding the minimum requirement for the authorization of temporary employment businesses necessary to protect the interests of workers until such time as more far-reaching harmonization becomes feasible;

Final recital unchanged

SECTION I
DEFINITIONS

Article 1

For the purposes of this Directive the following definitions shall apply:

- (a) *Permanent work*: Regular employment undertaken pursuant to a contract of employment or employment relationship of indefinite duration.

- (b) *Supply to temporary workers*: The activity engaged in by any natural or legal person regularly entering into contracts of employment or employment relationships with workers in search of jobs for the purpose of placing these workers temporarily at the disposal of another business for the performance of an assignment.

The term 'supply of temporary workers' shall also be deemed to cover activities engaged in pursuant to contracts which, whilst ostensibly relating to temporary labour subcontracting, in reality involve the delegation of authority to the user undertaking.

- (e) *Temporary employment business*: Any natural or legal person entering into temporary employment contracts or temporary employment relationships in the capacity of employer.
- (c) *Temporary worker*: Any worker who enters into a contracts of employment or an employment relationship with a temporary employment business for the purpose of carrying out work with a user undertaking.
- (d) *Permanent worker*: Any worker who enters into a contract of employment of indefinite duration with an employer.

SECTION I
DEFINITIONS

Article 1

For the purposes of this Directive the following definitions shall apply:

Deleted.

- (a) *Supply of temporary workers*: a regular activity for the performance of which a temporary employment business concludes a temporary employment contract with workers in search of jobs for the purpose of placing these workers temporarily at the disposal of a user undertaking which holds responsibility for the performance of the work involved and to which the employment business delegates all or part of its authority over the workers made available to that undertaking.

- (b) *Temporary employment business*: Any natural or legal person entering into temporary employment contracts in the capacity of employer.

- (c) *Temporary worker*: Any worker who concludes a contract of employment with a temporary employment business involving his temporary availability to a user undertaking.

Deleted.

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- (f) *Temporary employment contract*: The contract or employment relationship entered into by the temporary employment business and the temporary worker.
- (g) *User undertaking*: Any natural or legal person to whom workers are supplied within the meaning of point (b).
- (h) *Labour supply contract*: The contract between the temporary employment business and the user undertaking by virtue of which a temporary worker is placed at the disposal of the user undertaking for the performance of an assignment.
- (i) *Assignment*: A temporary job of work performed by a temporary worker for a user undertaking.
- (j) *Fixed-duration contract of employment*: Any contract of employment or employment relationship establishing a direct legal relationship between a worker and an employer, whose termination of which is determined by objective conditions such as a specified date of expiry, completion of a specified task or the occurrence of a specified event.

- (d) *Temporary employment contract*: **Any contract of employment** entered into by a temporary employment business and a temporary worker by virtue of which the worker agrees to be placed at the disposal of a user undertaking under a labour supply contract.
- (e) *User undertaking*: Any natural or legal person **entering into labour supply contracts with a temporary employment business.**
- (f) *Labour supply contract*: **Any contract** between a temporary employment business and a user undertaking by virtue of which a temporary worker is placed at the disposal of the user undertaking for the performance of **temporary work.**
- Deleted.
- (g) *Fixed-duration contract of employment*: Any contract of employment establishing a direct legal relationship between a worker and an employer for a **limited period**, the termination of which is determined by objective conditions such as a specified date of expiry, completion of a specified task or the occurrence of a specified event.

SECTION II

SUPPLY OF TEMPORARY WORKERS

Article 2

- Member States shall ensure that no temporary employment business may pursue its activities without obtaining authorization from the competent authorities. They shall moreover ensure that the activities of businesses so authorized are adequately supervised.
- Any Member State (host country) may prohibit the pursuit of activities within its territory by a temporary employment business authorized in another Member State (country of origin) if the business concerned does not fulfil the specific conditions which the host country imposes on its own nationals in the general interest.

SECTION II

SUPPLY OF TEMPORARY WORKERS

Article 2

- Member States shall **subject the activities of a temporary employment business to authorization by the competent authorities.**
- Applicants for the authorization referred to in paragraph 1 shall, at the least, be required:
 - to show evidence of adequate financial resources to guarantee the payment of remuneration and social security contributions;
 - to establish the good character of the managers of the temporary employment business;
 - to provide details of the geographical area, whether confined to a single country or cross-frontier in character, in respect of which the applicant business wishes to be authorized to engage in the supply of temporary workers.
- Member States shall ensure that businesses which they authorize pursuant to this Article are adequately supervised and shall provide for the imposition of appropriate penalties in the event of such businesses failing to meet their obligations.

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3. It shall be unlawful to engage in the supply of temporary workers without the authorization referred to in this Article. Where temporary workers have been supplied unlawfully, the user undertaking shall bear a secondary liability, in the event of default by the temporary employment business, for the social security contributions, remuneration and other benefits due to the temporary workers concerned including, where appropriate, the cost of repatriation.

Article 3

1. Labour supply contracts may be concluded only in the following circumstances:

- (a) a temporary reduction in the workforce, or
- (b) a temporary or exceptional increase in activity.

2. In cases covered by paragraph 1 (b), the maximum duration of each assignment shall be three months, renewable once. An extension beyond six months may, however, be authorized by the competent authorities where it can be shown this is justified by exceptional circumstances.

3. No post shall be occupied by successive temporary workers after expiry of the periods fixed in paragraph 2.

4. Member States may derogate from the provisions of paragraph 1 where the social benefits accorded by virtue of labour law, collective agreements or customary industrial practice in the undertaking are enjoyed by temporary workers on the same terms as permanent workers.

4. Member States shall keep a register of businesses authorized pursuant to this Article to which the public shall have access. They shall require all authorized businesses to print their authorization number and such other details as may be necessary for the identification of the authorization granted on all stationery and other official documents.

5. Until such time as more far-reaching harmonization becomes feasible, any Member State (host country) may prohibit the pursuit of activities within its territory by a temporary employment business authorized in another Member State (country of origin) if the business concerned does not fulfil the specific conditions which the host country imposes on its own nationals.

6. It shall be unlawful to engage in the supply of temporary workers without the authorization referred to in paragraph 1. Where temporary workers have been supplied by an unauthorized employment business, the user undertaking shall be jointly liable, in the event of default by the employment business, for the social security contributions, remuneration, benefits and other allowances due to the temporary workers concerned including, where appropriate, the cost of repatriation.

Article 3

1. Labour supply contracts may be concluded only in order to cope with a temporary reduction in the workforce present in the undertaking or for the performance of occasional tasks of a transient nature or for other legitimate reasons such as to justify the limited duration of the contract.

2. Except in cases of temporary reduction in the workforce present in the undertaking, the maximum duration of each assignment . . .

Rest: unchanged.

Unchanged.

4. Member States may authorize the conclusion of labour supply contracts without regard to the limits laid down in paragraphs 1, 2 and 3 where the temporary employment contract is a contract of indefinite duration or is subject in Member States to the rules governing individual and collective dismissals.

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Article 4

Temporary workers may not be excluded from social security schemes and their contributions and benefits shall be calculated on the same basis as for permanent workers, subject where applicable to special provisions taking into account the duration of employment and/or the remuneration received.

Article 5

1. Where a temporary employment contract is not of indefinite duration, the duration of employment shall be clearly defined in writing in terms either of a specified date of expiry or of completion of a specified task or of the occurrence of a specified event.

2. In addition, the nature of the work to be performed, the place of work and working hours, the agreed remuneration and the allowances to which the temporary worker is entitled shall be defined in writing as between the temporary employment business and the worker.

3. In the event of the contract not being duly evidenced in writing, it shall be subject to the rules governing contracts of employment of indefinite duration.

4. Clauses prohibiting the conclusion of a contract of employment between the user undertaking and the temporary worker after the completion of the latter's assignment shall be null and void or capable of being declared so.

Clauses compelling the user undertaking to pay compensation to the temporary employment business in the event of the conclusion of such a contract of employment shall likewise be null and void or capable of being declared so.

Article 6

Unless laid down within the framework of collective agreements concluded within the temporary employment business or for the temporary employment sector, the remuneration received by a temporary worker shall be comparable to that received by workers occupying equivalent posts in the user undertaking or that provided for in the collective agreement for the sector concerned.

Article 7

1. In the event of a temporary employment contract being terminated by the temporary employment business before the date of expiry specified, before completion of

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Article 4

Temporary workers **shall be covered by** social security schemes and their contributions and benefits shall be calculated on the same basis as for permanent workers, subject where applicable to special provisions taking into account the duration of employment and/or the remuneration received.

Article 5

1. Where a temporary employment contract is not of indefinite durations, the duration of employment shall be **defined in writing as between the temporary employment business and the temporary worker** in terms either of a specified date or of completion of a specified task or of the occurrence of a specified event.

2. In addition, **the nature of the work to be performed**, the agreed remuneration and the allowances to which the temporary worker is entitled shall be defined in writing as between the temporary employment business and the worker.

3. **Member States shall provide for appropriate penalties to be imposed in the event of failure to comply with paragraphs 1 and 2.**

4. **Member States shall take the necessary steps to ensure that clauses prohibiting or preventing the conclusion of a contract of employment between the user undertaking and the temporary worker after the completion of the latter's assignment are null and void or capable of being declared so.**

Article 6

Unless laid down within the framework of collective agreements concluded within the temporary employment business or for the temporary employment sector, the remuneration received by a temporary worker shall be comparable to that received by workers **with equivalent occupational skills, experience and duties in the user undertaking.**

Article 7

1. In the event of a temporary employment contract being terminated **unilaterally** by the temporary employment business **before the date specified**, before

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the task specified or before occurrence of the event specified, the temporary worker shall be entitled to compensation equal to the remuneration which he would have received had the contract not been terminated early.

2. The provisions of paragraph 1 shall be without prejudice to the application of national law concerning *force majeure* or serious misconduct on the part of the worker.

Article 8

Procedures for informing workers

The user undertaking shall be required to inform the representatives of its employees before having recourse to temporary workers on the basis of Article 3 (1) or (4).

To this end, the user undertaking shall be required to communicate in writing to the representatives of its employees all pertinent information with regard in particular to:

- the reasons for having recourse to temporary workers, except in the case of the application of Article 3 (4),
- the duration of the assignments involved,
- the number of temporary workers involved,
- the occupational qualifications required,
- the intended level of remuneration (information to be provided to the user undertaking by the temporary employment business, if necessary),
- the amount to be paid by the user undertaking to the temporary employment business,
- the place and hours of work and the particular nature of the jobs to be performed.

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completion of the task specified or before the occurrence of the event specified, the temporary worker shall be entitled to compensation equal to the remuneration which he would have received had the contract not been terminated prematurely, except where the temporary employment business offers another equivalent temporary job for the remaining period.

2. In the event of a temporary employment contract being terminated unilaterally by the temporary worker before the date specified, before completion of the task specified or before the occurrence of the event specified, the temporary employment business shall be entitled to make a deduction from the final payment of remuneration by way of compensation for any loss incurred.

3. The provisions of paragraphs 1 and 2 shall not apply where the temporary employment contract is a contract of indefinite duration or is subject in Member States to the rules governing individual and collective dismissals.

4. The provisions of paragraphs 1, 2 and 3 shall be without prejudice to the application of national laws concerning *force majeure* or serious misconduct on the part of the worker or the employer.

Article 8

Title deleted.

1. When it intends to have recourse to temporary workers, the user undertaking shall be required to inform the representatives of its workers in good time and, in particular, to communicate to them the reasons for having recourse to temporary workers, the duration of such recourse, the number of temporary workers involved and the nature and location of the assignments involved. The user undertaking shall answer any questions put to it by the representatives of its workers in connection with the intended recourse to temporary workers.

2. The information referred to in paragraph 1 shall be made available periodically by the user undertaking to the representatives of its workers in the form of a general report.

3. Member States shall take all appropriate measures to ensure that workers are notified – for instance by publication at their place of work – of the provisions which enter into force under this Directive, together with provisions on this matter already in force.

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Article 9

1. Temporary workers shall, for the duration of their assignment, be subject to the laws, regulations and administrative and collectively agreed provisions, and the customary practices in force in the user undertaking as regards working conditions.

2. Working conditions shall include all matters relating to working hours, night work, weekly rest periods, public holidays, safety and health, and special medical surveillance to the extent that the rules in force require this for the work in question.

3. Temporary workers shall have access to any communal social facilities provided in the user undertaking.

Article 10

Temporary workers supplied on the basis of Article 3 (1) (b) or (4) shall be deemed to form part of the user undertaking's workforce for the purposes of determining such of that undertaking's social obligations under law, collective agreements or customary industrial practice in the undertaking as are linked to the number of workers employed.

Article 11

Temporary workers shall not be recruited or used to perform duties of employees who are on strike.

SECTION III

SPECIAL PROVISIONS

Article 12

1. Member States shall exchange all information on the supply of temporary workers by employment businesses.

To this end, they shall designate liaison offices, either assigning this task to an existing body or creating a new body for the purpose. The relevant details shall be communicated to the other Member States and the Commission.

2. The liaison offices shall exchange information relating to:

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Article 9

1. **Except where the collective agreements concluded by temporary employment businesses contain specific provisions on this matter, temporary workers shall be subject on the same terms as staff of the user undertaking to the laws, regulations and administrative and collectively agreed provisions and/or customary practices in force in that undertaking as regards working conditions within the meaning of paragraph 2.**

2. Working conditions shall include all matters relating to **shift work**, night work, weekly rest periods, **work schedules**, public holidays, safety and health, and **industrial medicine** to the extent that the rules in force require **special medical surveillance** for the work in question.

3. Temporary workers shall have access **on the same terms as staff of the user undertaking to any communal transport services and communal facilities such as canteen facilities provided for such staff.**

Article 10

Temporary workers supplied on the basis of Article 3, **calculated as an annual average, shall be included in the user undertaking's workforce for the purposes of applying such provisions of laws and regulations as are based on the number of workers employed in the undertaking.**

Article 11

Member States shall take the necessary steps to prohibit the use of temporary workers to perform the duties of workers of the user undertaking in the event of a strike or lockout in that undertaking.

SECTION III

SPECIAL PROVISIONS

Article 12

1. Member States shall exchange **information on the cross-frontier supply of temporary workers.** To this end, they shall designate liaison offices, either assigning this task to an existing body or creating a new body for the purpose. The relevant details shall be communicated to the other Member States and the Commission.

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- laws, regulations and administrative provisions in force with regard to the supply of temporary workers,
- any amendments thereto.

3. Each liaison office shall inform the liaison offices in the other Member States as quickly as possible of decisions concerning the refusal, suspension or withdrawal of authorization. The liaison offices shall further inform each other of any abuses arising in connection with the application of laws, regulations and administrative provisions on the supply of temporary workers.

4. The information referred to in paragraph 3 shall also be communicated, for information purposes, to the European Coordination Office and the Technical Committee on the Free Movement of Workers established by Council Regulation (EEC) No 1612/68 ⁽¹⁾.

Article 13

1. Member States shall, with a view more particularly to ensuring effective mutual assistance in administrative matters, take the necessary steps to establish genuine coordination and cooperation between the authorities responsible for matters concerned with the supply of temporary workers.

2. The assistance referred to in paragraph 1 shall consist in particular in replying directly and without undue delay to any reasoned request for information concerning problems with regard to the supply of temporary workers, apparent abuses and possible cases of unlawful cross-frontier activities within the meaning of this Directive. Mutual administrative assistance shall be provided free of charge.

3. The authorities of the Member States shall assist each other in connection with:

- the consideration of applications for authorization to engage in the supply of temporary workers,
- the supervision of authorized temporary employment businesses,
- the prosecution of unauthorized temporary employment businesses,
- the detection and prosecution of businesses engaged in the supply of temporary workers under cover of temporary labour subcontracting,
- the payment of the unsatisfied claims of temporary workers carrying out assignments in a Member State other than that in which the temporary employment business has been declared insolvent in accordance with Council Directive 80/987/EEC ⁽²⁾.

⁽¹⁾ OJ No L 257, 19. 10. 1968, p. 2.

⁽²⁾ OJ No L 283, 28. 10. 1980, p. 23.

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2. Each liaison office shall inform the liaison offices in the other Member States as quickly as possible of decisions concerning **the granting**, refusal, suspension or withdrawal of authorization. The liaison offices shall further inform each other of any abuses **detected** in connection with the application of laws, regulations and administrative provisions **as regards the cross-frontier** supply of temporary workers.

3. The information referred to in paragraph 2 shall be communicated, for information purposes, to the European Coordination Office and the Technical Committee on the Free Movement of Workers established by Council Regulation (EEC) No 1612/68 ⁽¹⁾.

Article 13

1. Member States shall **ensure cooperation between the authorities responsible for matters concerned with the supply of temporary workers, with a view more particularly to ensuring effective assistance in administrative matters.**

2. The assistance referred to in paragraph 1 shall consist in particular in replying **without undue delay** to any reasoned request for information concerning problems with regard to the **cross-frontier** supply of temporary workers, apparent abuses or possible cases of unlawful cross-frontier activities. Mutual administrative assistance shall be provided free of charge.

3. The authorities of the Member States shall assist each other in connection with:

- the consideration of applications for authorization to engage in the **cross-frontier supply of temporary labour in accordance with Article 2 (2) (c),**
- the supervision of **temporary employment businesses authorized to engage in such activities,**
- the prosecution of **temporary employment businesses engaging in such activities without authorization,**
- the detection and prosecution of businesses **engaging in the disguised cross-frontier** supply of temporary workers under cover of **contracts for work or services or temporary labour subcontracting,**
- ensuring the proper application of Article 2 (3) in all cases involving the cross-frontier supply of temporary workers.

⁽¹⁾ OJ No L 257, 19. 10. 1968, p. 2.

ORIGINAL PROPOSAL

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Article 14 unchanged

SECTION IV

FIXED-DURATION CONTRACTS

Article 15

1. An employer may conclude a fixed-duration contract of employment only in the following circumstances:

- (a) to cope with a temporary reduction in the workforce;
- (b) to cope with a temporary or exceptional increase in activity or seasonal activities;
- (c) for the execution of a clearly defined occasional task of a transient nature;
- (d) where the special nature of the work is such as to justify the conclusion of fixed-duration contracts and contracts of employment of indefinite duration are not customary;
- (e) in connection with the launching of a new activity of uncertain duration.

2. Member States may exclude certain contracts of employment – or employment relationships – from the application of this Section by reason of their special nature or of the special needs of certain sectors of activity. Such contracts are listed in an Annex to this Directive.

3. In the event of a breach of the above provisions, the contract of employment shall be deemed to be of indefinite duration.

4. Member States may derogate from the provisions of paragraphs 1 and 3 where workers engaged on fixed-duration contracts enjoy the social benefits accorded to permanent workers by virtue of labour law, collective agreements or the customary industrial practice of the undertaking.

Article 16

1. The duration of employment shall be clearly defined in writing in terms either of a specified date of expiry or of completion of a specified task or of the occurrence of a specified event.

2. In addition, the nature of the work to be performed, the place of work and working hours, the agreed remuneration and the workers' entitlements with regard to annual holiday payments shall be defined in writing as between the employer and the worker; the document setting out this information shall also specify the duration of any probationary period.

SECTION IV

FIXED-DURATION CONTRACTS OF EMPLOYMENT

Article 15

1. An employer may conclude a fixed-duration contract of employment with a worker only in order to cope with a temporary reduction in the workforce present in the undertaking or for the performance of occasional tasks of a transient nature or for other legitimate reasons such as to justify the limited duration of the contract.

2. Where the employer fails to comply with the provisions of paragraph 1, the contract of employment shall be deemed to have been concluded for an indefinite period.

3. Member States may authorize the conclusion of fixed-duration contracts of employment without regard to the limitations referred to in paragraph 1 where such contracts are subject to the rules governing contracts of employment of indefinite duration, and in particular those applicable in the event of individual or collective dismissals.

Article 16

1. The duration of the contract of employment shall be defined in writing in terms either of a specified date or of completion of a specified task or of the occurrence of a specified event.

2. In addition, the nature of the work to be performed, the place of work and working hours, the agreed remuneration, the workers' entitlements with regard to annual holiday payments and the conditions governing early termination shall be defined in writing as between the employer and the worker; the document setting out this information shall also specify the duration of any probationary period.

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3. In the event of the contract not being duly evidenced in writing, it shall be subject to the rules governing contracts of employment of indefinite duration, except where the terms and conditions of employment of a specified category of workers are defined by a collective agreement.

Article 17

Unless laid down within the framework of collective agreements concluded within the undertaking or at sectoral level, the remuneration of workers on fixed-duration contract shall not be less than that received by permanent workers occupying equivalent posts.

Article 18

1. In the event of a fixed-duration contract being terminated by the employer before the date of expiry specified, before completion of the task specified or before the occurrence of the event specified, the worker shall be entitled to compensation equal to the remuneration which he would have received had the contract not been terminated early.

2. The provisions of paragraph 1 shall be without prejudice to the application of national law concerning *force majeure* or serious misconduct on the part of the worker.

Article 19 unchanged

Article 20

Workers on fixed-duration contracts shall be deemed to form part of the workforce for the purposes of determining such of the undertaking's social obligations under law, collective agreements or customary industrial practice in the undertaking as are linked to the number of workers employed.

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3. In the event of the contract not being duly evidenced in writing, it shall be subject to the rules governing contracts of employment concluded for an indefinite period.

Article 17

Unless laid down within the framework of collective agreements concluded within the undertaking or at sectoral level, the remuneration of workers shall not be less than that paid to workers under contracts concluded for an indefinite period with equivalent occupational skills, experience and duties.

Article 18

1. In the event of a fixed-duration contract of employment being terminated unilaterally by the employer before the date specified, before completion of the task specified or before the occurrence of the event specified, the worker shall be entitled to compensation equal to the remuneration which he would have received had the contract not been terminated prematurely, except where the rules governing dismissals are applicable to this type of contract.

2. In the event of a fixed-duration contract of employment being terminated unilaterally by the worker before the date specified, before completion of the task specified or before the occurrence of the event specified, the employer shall be entitled to make a deduction from the final payment of remuneration by way of compensation for any loss incurred.

3. The provisions of paragraphs 1 and 2 shall be without prejudice to the application of national laws concerning *force majeure* or serious misconduct on the part of the employee or the employer.

Article 20

Workers on fixed-duration contracts of employment, calculated as an annual average, shall be included in the workforce for the purposes of applying such provisions of laws and regulations as are based on the number of workers employed in the undertaking.

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Article 21

Workers employed on limited-duration contracts shall not be recruited or used to perform the duties of employees who are on strike.

Article 21

Member States shall take the necessary steps to ensure that the use of workers on fixed-duration contracts of employment to perform the duties of other workers of the undertaking is prohibited in the case of a strike or a strike of lockout in that undertaking.

SECTION V

SECTION V

FINAL PROVISIONS

FINAL PROVISIONS

Article 22 shall read as follows:

Article 22

This Directive shall not apply to sea transport where shipping companies and seafarers' unions have concluded collective agreements for recruitment through a central labour supply office which provides the workers concerned with protection equivalent to that resulting from the Directive.

Article 22

1. Member States shall bring into force the necessary laws, regulations and administrative provisions to comply with this Directive not later than 1 January 1984 and shall forthwith inform the Commission thereof.

2. Member States shall communicate to the Commission the texts of the laws, regulation and administrative provisions which they adopt in the field covered by this Directive.

Article 23

1. Member States shall bring into force the necessary laws, regulations and administrative provisions to comply with this Directive **within two years following its adoption. They shall forthwith inform the Commission thereof.**

2. Member States shall communicate to the Commission the texts of the laws, regulations and administrative provisions which they adopt in the field covered by this Directive.

Article 23

Within two years following expiry of the period laid down in Article 22, Member States shall transmit all relevant information to the Commission in order to enable it to draw up a report on the application of this Directive for submission to the Council.

Article 24

Within two years following expiry of the period laid down in Article **23**, Member States shall transmit all relevant information to the Commission in order to enable it to draw up a report on the application of this Directive for submission to the Council.

Article 24

This Directive is addressed to the Member States.

Article 25

This Directive is addressed to the Member States.