LEGISLATIVE AND SOCIAL FRAMEWORK: ACTUALITY AND CHALLENGE

TYPES OF EMPLOYMENT CONTRACTS IN THE EUROPEAN UNION LABOR LAW

Roxana Cristina RADU[*]

Abstract: An individual contract of indefinite duration is the rule in the matter of establishing working relations. Other types of individual employment contracts – the fixed-term employment contract, the temporary work contract and the part-time contract – ensure, on the one hand, the fulfillment of certain needs of the employer and, on the other hand, the reconciliation between family and professional responsibilities of workers. Because of the insecurity of jobs that employers' abuse of fixed-term, temporary or part-time employment contracts can make permanent, European Union rules explicitly provide for situations where such contracts can be concluded, general rules and minimum conditions which must be observed in the event of their conclusion. Regarding the employment and working conditions, workers with a fixed-term individual employment contract, temporary workers and part-time employees will not be treated less favorably than permanent and full-time workers on the basis of the specific period of the individual contract or the length of the working time, unless different treatment is justified for objective reasons.

***Keywords**:* employer, worker, individual labor contract, employment relationship, Member State.

1. General considerations

Individual employment contracts of indefinite duration represent the general form of employment relationships, contributing to the quality of workers' lives, to the safety and stability of working relationships: "The individual employment contract for an indefinite and full-time work was the reference model based on to whom labor law was built"[1].

In the 1970s, social and economic developments have led to the emergence, in addition to this type of contract, of various private forms of work: the fixed-term individual employment contract, temporary work, the individual part-time contract.

The individual contract of indefinite duration has the advantage of job stability and protection of employees in relation to the employer's authority. This

[*] Assoc. prof., PhD., Faculty of Law, University of Craiova; E-mail: roxanacristina.radu@yahoo.com

[1] O. Macovei, *Conţinutul contractului individual de muncă*, Bucharest, Lumina Lex Publishing, 2004, p. 148.

contract is the rule in the matter of individual labor contracts. It can be associated with other types of contracts, i.e. it is possible to conclude an individual contract of indefinite duration, either full-time or part-time, or for work at home or for temporary work (when between the temporary worker and the temporary work agency an individual contract is concluded for an indefinite period).

Temporary work and individual fixed-term employment contracts have the disadvantage of job instability. On the other hand, the use of fixed-term employment contracts for objective reasons is a way to prevent abuse, since these contracts are an exception and can be concluded only in the case of employment in certain sectors, occupations and activities, and only in situations expressly provided for by national laws. In addition, individual fixed-term employment contracts are, in certain circumstances, responsive both to the needs of employers and workers.

2. Individual fixed-term employment contracts

Fixed-term work was the subject of Directive 1999/70/EC on the Framework Agreement between the ETUC, UNICE and CEEP on fixed-term work and Directive 91/383/EEC supplementing measures to promote improvements in the safety and health at work for workers with a fixed-term work relationship or a temporary work relationship[2]. Directive 89/391/EEC on the introduction of measures to encourage improvements in the safety and health of workers at work[3] also contains provisions on fixed-term work.

The first directive was adopted by applying Art. 139, paragraph 2 of the Treaty Establishing the European Community, as amended by the Treaty of Amsterdam, according to which the social partners may jointly require that agreements at Community level be implemented by a Council decision on a proposal from the Commission. The purpose of this Directive is to improve the quality of fixed-term work, ensuring the principle of non-discrimination, and to establish a framework to prevent possible abuses resulting from the use of successive fixed-term employment contracts or relationships.

The preamble to the Framework Agreement states that it lays down the general principles and minimum requirements for fixed-term work, underlining that their detailed application must take into account the realities of national, sectoral and seasonal specific situations. It illustrates the willingness of the social partners to establish a general framework to ensure equal treatment for fixed-term workers by protecting them against discrimination and for the use of fixed-term employment contracts on an acceptable basis for employers and workers.

[2] Amended by Directive 2007/30/ EC amending Council Directive 89/391/ EEC, its separate directives and Directives 83/477/ EEC, 91/383/ EEC, 92/29/ EEC and 94/33/ EC in order to simplify and rationalize implementation reports.

[3] Also amended by Directive 2007/30/EC.

Directive 1999/70/EC on the Framework Agreement applies to fixed-term workers who have an employment contract or employment relationship as defined in the legislation, collective agreements or practice in force in each Member State, with the exception of those made available to a user by a temporary work agency.

Member States may, after consultation with the social partners, and the social partners may provide that this agreement shall not apply to:

(a) initial and apprenticeship training relationships;

(b) employment contracts or relationships concluded within the framework of a specific training, insertion and retraining program of a public nature or supported by public authorities.

Member States and social partners may maintain or introduce more favorable provisions than those provided for in the Framework Agreement. The Agreement is without prejudice to any specific Community provisions, in particular the European Union's provisions on equal treatment or equal opportunities for women and men.

Application of this agreement is not a real reason for reducing the general level of protection afforded to workers in the areas covered by it. Nor does the Framework Agreement prejudice the right of the social partners to conclude, at an appropriate level, including the European one, agreements to adapt and complement its provisions in a way that takes into account the needs of the social partners concerned.

Clause no. 4 of the Framework Agreement establishes the principle of non-discrimination according to which fixed-term workers are not treated in a less favorable manner than comparable workers regarding the conditions of employment only because they have a contract or relation of fixed-term work, unless different treatment is justified by objective reasons. Where appropriate, the *pro rata temporis* principle shall apply.

According to the definition given by the Community Directive, a fixed-term worker is a person who has a fixed-term contract or employment relationship, concluded directly between the employer and the worker, where termination of the contract or employment relationship is determined by objective conditions such as the fulfillment of a term, the fulfillment of a determined task or of a seasonal activity[4] or the production of a determined event.

Other situations where such contracts are concluded under the laws of the EU Member States are those in which retired people or people who have little time before reaching the standard retirement age are employed. In relation to the employment of those persons who meet the retirement age conditions, it was

[4] According to the French Court of Cassation, the notion of "seasonal work" means those normal tasks that are repeated each year to more or less fixed dates, to the succession of the seasons or to the collective way of life – Cass. 12 oct. 1999, nr. 354 P, RIS 11/99 nr. 1352, cited after Al. Țiclea, *Reglementarea contractului individual de muncă pe durată determinată conform proiectului Codului muncii*, in "Revista Română de Dreptul muncii", no. 2/2002, p. 20.

considered in the literature[5] that the provisions of national legislation allowing the conclusion of such fixed-term contracts would constitute a violation of the provisions of Article 6 par. 1 of the Directive no. 2000/78/EC on the creation of a general framework for equal treatment in employment and working conditions. To that end, a judgment of the Luxembourg Court of Justice has been invoked as a justification, according to which "legislation that retains the age of the worker as the only criterion for the application of a fixed-term employment contract without having been shown that the setting of a threshold (...) is objectively necessary to achieve a professional insertion objective (...) must be regarded as going beyond the proper and necessary framework for achieving the aim pursued"[6]. This view is also shared by the Constitutional Court of Romania[7]. In another view, facilitating the employment of people close to the retirement age is considered to be a measure of positive discrimination, justified by "a legitimate and reasonable objective"[8] and, as such, permitted by law. Moreover, this situation is among the few where it is accepted that an individual fixed-term employment contract may have as its object or effect the occupation of a post related to the normal or permanent activity of the employer[9].

Authors of labor law in the EU Member States have also admitted the possibility of concluding a fixed-term contract for a post until another new employee is able to start his work, for example, until the latter has moved to the locality[10] or until the end of a circumstance that prevented him from implementing the contract (for example, if a temporary work incapacity occurred) or to perform the job on a post in the competition – for the period of time before another person is employed on contest basis[11]. The explicit specification of the duration and the determination of its initial and final moment or the event which will terminate the contract[12] is a condition of validity of this type of contract, because in the absence

[5] O. Ţinca, *Comentarii referitoare la discriminarea pe criteriul vârstei în raporturile de muncă*, in "Dreptul", no. 8/2009, pp. 73–80.

[6] Judgment of the Court of Justice of 22 November 2005 in W. Mangold v. R. Helm Case, concerning the establishment of an age criterion for the conclusion of employment contracts, available at http://www.ier.ro/sites/default/files/traduceri/62004J0144.pdf.

[7] Decision of the Constitutional Court no. 513 of 20 June 2006 on the objection of unconstitutionality of the provisions of Article 161 of Law no. 51/1995 for the organization and exercise of the lawyer profession, published in the Official Gazette of Romania, Part I, no. 598 of July 11, 2006.

[8] R. R. Popescu, *Dreptul muncii. Curs universitar*, III[rd] edition revised, Bucharest, Universul Juridic Publishing, 2013, p. 171.

[9] V. Roy, *Droit du travail 2009 en 22 fiches*, 13[e] édition, Paris, Dunod, 2009, p. 24.

[10] I. Tr. Ştefănescu, *Tratat de dreptul muncii*, Bucharest, Lumina Lex Publishing, 2003, pp. 592–593.

[11] A. Alexandrov Sashov, *Legislaţia muncii şi securitate socială transfrontalieră: Bulgaria*, în R.C. Radu, A. Alexandrov Sashov, *Cross-border labor legislation and social security*, Craiova, Sitech Publishing, 2018, p. 109.

[12] This requirement implicitly follows from the provisions of art. 2 of Directive 91/533 / EEC on the obligation of the employer to inform future employees of the conditions applicable to the employment contract or relationship.

of such a mention, it can only be said that there is a long/undefined term contract (the rule).

As defined by the Directive, the term "comparable worker" means a worker who has a contract or an employment relationship of indefinite duration within the same institution with the same work or occupation, taking into account qualifications or skills. In the absence of a comparable worker with indefinite contract of employment in the same institution, the comparison shall be made by reference to the applicable collective agreement or, failing that, in accordance with national legislation, other collective agreements or national practices.

Conditions of seniority in work corresponding to special employment conditions shall be the same for fixed-term and indefinite term contract workers, unless conditions regarding the different length of service are justified by objective reasons.

In order to prevent abuse arising from the use of successive fixed-term employment contracts or relationships, Member States may, after consulting the social partners and / or the social partners, when there are no equivalent legal measures aimed at preventing abuse, introduce several of the following measures[13]:

(a) objective reasons justifying the renewal of such contracts or employment relationships;
(b) the maximum total duration of successive fixed-term contracts or relationships;
(c) the number of renewals of such contracts or employment relationships.

Member States, after consultation with the social partners, and the social partners shall, where appropriate, lay down the conditions under which contracts or employment relationships:

(d) are considered "successive"[14];
(e) are considered to be contracts or relationships of indefinite duration.

Employers must inform workers with fixed-term contracts on vacant positions in the enterprise in order to provide them with the same opportunities as other workers in obtaining permanent jobs[15]. This information may be provided by a general notice placed in an appropriate place in the enterprise or establishment.

As far as possible, employers must facilitate access for fixed-term workers to training, career development and professional mobility opportunities.

Fixed-term workers must be taken into account in calculating the thresholds above which representative bodies of workers may be established in the undertaking, provided for in national and Community law, as provided for by national law[16].

[13] These measures are provided by Clause no. 5 of the Framework Agreement on fixed-term work.

[14] Under Romanian law, individual fixed-term employment contracts concluded within 3 months of the termination of a previously defined fixed-term employment contract are considered to be successive contracts and may not last longer than 12 months each (Article 82 paragraph 5 of the Romanian Labor Code).

[15] Clause no. 6 of the Framework Agreement on fixed-term work.

[16] Clause no. 7 of the Framework Agreement on fixed-term work.

Detailed rules for the application of these provisions are defined by the Member States, in consultation with the social partners and by the social partners, in accordance with national legislation, collective agreements and practices, taking into account clause 4.1.

As far as possible, employers should consider transmitting appropriate information on fixed-term work to the existing representative body of workers.

3. Individual employment contracts of temporary work

Temporary work, also called interim work in the literature[17], has many advantages for both the employer and the employees. For the employer, the use of temporary work is a way to cope with time needs, caused by a temporary increase in production, the carrying out of certain specialized but occasional activities or the need to replace an employee during the suspension of his individual labor contract[18]. These are, of course, situations in which a fixed-term employment contract can also be concluded, but the user may resort to temporary work on the ground that the recourse to a temporary work agency to make it available immediately a specialist in a certain area may be faster than recruiting and organizing an exam / contest for the purpose of hiring its own staff. Temporary work has the advantage of providing employment by employing persons who, for various reasons, do not want or can only work for a limited time and of employing the persons without jobs who have not been able to conclude an individual contract of indefinite duration. From this point of view, the temporary work agent can be considered as an intermediary between jobseekers and employers[19].

The importance and the role of the use of temporary work (through a temporary work agent) in the employment plan are underlined by numerous acts of the European Union. The Resolution of 18 December 1979 on the organization of working time states in point 4 that temporary work has known, in most Member States, a notable development. That is why the Council of the European Union considered it necessary to support the efforts of the Member States in order to ensure the control of temporary work and, on the other hand, the protection of temporary workers in the social field.

Point 7 of the Community Charter of the Fundamental Social Rights of Workers also provides, inter alia, that the completion of the internal market must

---

[17] J. Mouly, *Droit du travail*, 4e édition actualisée, Paris, Bréal, 2008, p. 55; R. Sennet, *Le travail sans qualité. Les conséquences humaines de la flexibilité*, Paris, Albin Michel, 2000, passim.; T. Périlleux, *Les Tensions de la flexibilité. L'épreuve du travail contemporain***,** Paris, DDB, 2001, passim.

[18] Al. Țiclea, *Dreptul muncii. Curs universitar*, Bucharest, Rosetti Publishing, 2004, p. 324; I. Medeşan, *Reglementarea agentului de muncă temporară*, in "Raporturi de muncă", no. 4/2005, p. 44.

[19] R.C. Radu, *Dreptul muncii – aspecte teoretice şi practice*, Craiova, Aius Publishing, 2015, p. 203.

lead to an improvement in the living and working conditions of Community workers, a process which is carried out by bringing these conditions closer, especially for forms of work other than work of indefinite duration, such as fixed-term work, part-time work, temporary work and seasonal work[20].

Temporary work is covered by Directive 91/383 on the completion of measures to improve the safety and health of workers with a fixed-term employment relationship or an interim employment relationship. This directive aims to provide workers with a temporary or fixed-term employment relationship with the same level of occupational health and safety protection as other employees in the undertaking and / or user establishments. By applying the principle of non-discrimination, the existence of a temporary work relationship cannot justify a difference in treatment as regards working conditions relating to the protection of health and safety at work, especially when it comes to access to personal protective equipment.

Directive 91/383 applies to:

(a) employment relationships governed by a fixed-term employment contract concluded directly between the employer and the worker, where the termination of the employment contract is determined by objective conditions, such as the attainment of a precise date, the completion of a particular task or the production of a determined event;

(b) temporary work relationships between a temporary employment agent who is an employer and a worker when the latter is designated to work for an enterprise or an establishment that uses its services and / or exercises control over it.

The Directive is without prejudice to existing and future national and Community provisions which are more favorable to the protection of the safety and health at work of employees with a temporary work or fixed-term employment relationship.

Under the condition of not violating article 10 of Directive 89/391/EEC, EU Member States must take the necessary measures to ensure that:

a. prior to the commencement of an activity by a worker with a temporary work or fixed-term employment relationship, he / she is informed by the undertaking and / or the unit employing him / her of the risks to which he / she is exposed;

b. this information must:

– make clear in particular the need for special professional qualifications or skills or special medical supervision required and defined by national legislation;

– specify the major potential occupational hazards of the workplace to be occupied, as defined by national law[21].

Also, without prejudice to Article 12 of Directive 89/391/EEC, Member States are required to take the necessary measures to ensure that, before

[20] N. Voiculescu, *Dreptul muncii. Reglementări interne şi comunitare*, Bucharest, Rosetti Publishing, 2003, p. 271.

[21] Article 3 of Directive 91/383/ EEC.

commencing their activity, the temporary worker is sufficiently trained and appropriate to the characteristics of the work place, taking into account his qualifications and experience.

Member States have the possibility to prohibit the conclusion of temporary work or fixed-term employment contracts in the case of activities which are particularly dangerous to the safety or health of workers as defined by national law, particularly in the case of activities requiring particular medical supervision as defined by national law. If they do not make use of this possibility, Member States shall take the necessary measures, without prejudice to Article 14 of Directive 89/391/EEC so that employees who are in a temporary work or fixed-term employment relationship and who are required for work subject to special medical supervision as defined by national law receive particular medical supervision corresponding to. Member States may provide for special medical surveillance to continue after termination of the worker's employment relationship.

Member States shall take the necessary measures to ensure that workers, services or persons designated to deal with occupational risk prevention and protection activities, in accordance with Article 7 of Directive 89/391/EEC, be informed of the appointment of temporary or fixed-term workers to the extent necessary to enable workers, services or designated persons to deal adequately with the activities of protection and prevention for all workers in the enterprise and / or establishment.

As regards the obligations and liability of the user enterprise, under the condition of not violating article 3, Member States are required to take the necessary measures to ensure that:

(a) before a worker in a temporary work relationship has been made available, the undertaking and / or user establishment shall inform the temporary work agent, inter alia, about the required professional qualification and the characteristics of the job vacancy, requirements that are typically included in the provision of the contract concluded between the user and the temporary work agent;

(b) the temporary work agent shall bring all these elements to the attention of temporary workers[22].

Member States have the possibility to provide that the specifications to be made by the undertaking and / or user establishment to the temporary work agent are laid down in a contract of supply[23]. The express requirement provided by Article 7 of Directive 91/383/EEC that such details are brought to the attention of the temporary employment agent is justified by the fact that he is in principle

[22] Article 7 of Directive 91/383/ EEC.

[23] The supply contract is the contract whereby the temporary work agent makes a temporary worker available to the user. The contract of supply usually has the legal nature of a commercial service contract because it constitutes a trade act for the temporary work agent.

responsible for the damage caused by the temporary workers on mission if they are not fit to hold the post for which the user requested the services of a temporary employee[24]. The temporary work agent is not bound by a duty of outcome but by a diligence obligation: his liability is committed unless he has carried out all the necessary checks on the professional qualities and skills of the staff he makes available to the user[25]. On the other hand, the provisioning/ supply contract may include an exonerating clause. Where the victim of the damage caused by the fault of the temporary employee is a third party, the user is in principle considered to be the principal of the offender, being obliged to repair the damage. However, the user may subsequently seek redress against the temporary worker agent because he did not provide him with an employee with the qualification or qualities required by the supply contract[26].

Member States shall take the necessary measures to ensure that:

(1) without prejudice to the liability laid down by the national legislation for the temporary work agent, the undertaking and / or user establishment shall be responsible, during the duration of the mission, for the conditions of performance of the work in question;

(2) for the application of point (1), the conditions for the performance of work shall include those relating to health, hygiene and safety of work.

Contrary to fixed-term contracts, neither the EU Directive nor national legislation expressly prohibits the conclusion of several successive temporary work contracts for the same job, which is why an employer may have recourse to temporary employees for specialized activities, pursuing in this way to fulfill a permanent need[27].

The role of intermediary in the employment relationship of the temporary work agent is also underlined by the possibility for the temporary employee to conclude an individual contract of employment for an indefinite period with the user after the termination of the assignment[28]. Also, a generally accepted rule in all European countries is that if, after completing the assignment, the temporary worker continues to work without the user opposition, but without entering into an individual employment contract or without prolonging the contract of supply, it is presumed that an individual contract of employment of indefinite duration was concluded between the employee and the user[29].

---

[24] D. Gatumel, *Le droit du travail en France*, Paris, Éditions Francis Lefebvre, 2000, p. 36.

[25] G. Lyon-Caen, J. Pélissier, *Droit du travail*, Paris, Éditions Dalloz, 1992, p. 196.

[26] *Ibidem*, p. 197.

[27] Al. Țiclea, A. Popescu, C. Tufan, M. Țichindelean, O. Ținca, *Dreptul muncii*, Bucharest, Rosetti Publishing, 2004, p. 531.

[28] R.C. Radu, *Dreptul muncii – aspecte teoretice...*, pp. 212-213.

[29] *Ibidem*, p. 213.

4. Part-time contracts

Part-time work is a feature of occupation in certain sectors and activities, responding, on the one hand, to some of the workers' needs to be able to perform work with reduced working hours compared to normal work and, on the other hand, to employers' needs for flexible working time organization according to the specificity of the enterprise/ unit[30].

Part-time work is governed by Directive 97/81/EEC on the framework agreement on part-time work concluded by UNICE, CEEP and the ETUC, which emphasized the will of the social partners to establish a general framework for the elimination of discrimination against workers with part time and to help develop the possibilities of using part-time work on an acceptable basis for employers and workers.

The main purpose of the framework agreement is to ensure that conditions are met to eliminate discrimination against which part-time workers may be exposed, which means that an employee does not have to work a certain minimum number of hours in order to acquire the rights deriving from any individual employment contract[31]. It also seeks to develop part-time work on a voluntary basis, as well as flexible organization of working time in a manner that takes account of the needs of employers and workers.

As regards the terms used in the framework agreement without being specifically defined in it, the Directive confers on the Member States the freedom to define those terms in accordance with national laws and practices, as is the case of other social policy directives which use similar terms, provided that those definitions respect the content of the framework agreement.

The framework agreement shall apply to workers who have a part-time employment contract or work relationship as defined by national law[32], collective agreement or practice in force in each Member State.

After consulting the social partners in accordance with national legislation, collective agreements or internal practices, the Member States and the social partners at the appropriate level in accordance with the practices of national industrial relations may, for objective reasons, exclude from the agreement part or all of the part-time employees who work on an occasional basis. These exclusions should be reviewed periodically to determine whether the objective reasons for these exclusions remain valid.

For the purposes of the Framework Agreement, "part-time worker" means an employee whose normal work schedule, calculated on a weekly basis or on average

[30] R.C. Radu, *Dreptul Uniunii Europene privind relațiile de muncă*, Craiova, Aius Publishing, 2013, p. 192.

[31] R.C. Radu, *Dreptul muncii – aspecte ...*, p. 196.

[32] According to Article 103 of the Romanian Labor Code, the part-time employee is the employee whose normal working hours, calculated on a weekly basis or as a monthly average, are less than the normal working hours of a comparable full-time employee.

over a period of employment of up to one year, is lower than the normal program of work of a comparable full-time worker. Theoretically, part-time employees can have a flexible, variable work schedule that can be of one day a week or even one day a month as long as the weekly or monthly average is taken into account[33].

A "comparable full-time worker" is also a full-time worker in the same unit who has the same type of employment contract or employment relationship that is engaged in the same work or activity or in a similar work or activity, taking into account other considerations that may include seniority and qualifications or skills. Where there is no comparable full-time worker in the same establishment, the comparison shall be made by reference to the applicable collective agreement or, in the absence of a collective agreement, in accordance with the legislation, other collective agreements or collective bargaining practices at national level.

The principle of non-discrimination, introduced by clause no. 4 par. 1 of the Framework Agreement calls for part-time workers not to be treated in a less favorable manner than full-time workers on the grounds that they work part-time except where such differential treatment is justified by objective reasons. Where appropriate, the *pro rata temporis* principle shall apply. For example, according to Romanian legislation, wage rights are granted in proportion to the actual working time, relative to the rights set for the normal work program, while the length of the rest leave is the one provided for the full time employees[34].

Where there are objective reasons, Member States may, after consultation with the social partners according to legislation, collective agreements or national practices, and / or social partners may, where appropriate, subordinate access to specific working conditions for a period of seniority, working time or wage conditions. Access criteria for part-time workers to particular working conditions will need to be reviewed periodically, taking into account the principle of non-discrimination.

Member States and the social partners, through consultations under national law and practice, will need to identify and examine legal and administrative obstacles that may limit the possibilities of doing part-time work and, where appropriate, eliminate these obstacles.

A worker's refusal to be transferred from full-time work to part-time or vice versa should not in itself constitute a valid reason for contract termination without prejudice to the possibility under national law, collective agreements and practices, to operate the termination for reasons other than those that may result from the operational requirements of that unit[35].

As far as possible, employers should consider:

---

[33] Al. Țiclea, *Dreptul muncii. Curs universitar*, Bucharest, Universul Juridic Publishing, 2008, p. 321; Al. Athanasiu, M. Volonciu, L. Dima, O. Cazan, *Codul muncii. Comentariu pe articole. Vol. I. Art. 1–107*, Bucharest, C.H. Beck Publishing, 2007, p. 521.

[34] R.C. Radu, *Dreptul muncii – aspecte ...*, p. 196.

[35] Clause 5 par. 2 of the Framework Agreement on part-time work.

(a) transfer requests of full-time workers to a part-time post that becomes available within the unit;

(b) requests for transfer of part-time workers to full-time work or an increase in their working time, if this possibility exists;

(c) timely provision of information on the availability of full-time or part-time jobs in the unit, to facilitate transfers from full-time work to part-time or vice versa;

(d) measures to facilitate access to part-time work at all levels of the undertaking, including qualified posts and management posts and, where appropriate, measures to facilitate access for part-time workers to vocational training to promote promotion and occupational mobility;

(e) provision of adequate information on part-time work to the existing bodies representing workers[36].

Member States and/or social partners may maintain or introduce more favorable provisions than those provided for in the Framework Agreement.

Implementing the provisions of the Agreement is not a valid reason for reducing the general level of protection afforded to workers in the field covered by this agreement. This is without prejudice to the right of Member States and social partners to adopt various legal, regulatory or contractual provisions under circumstances that are permanently changing and is without prejudice to the application of clause 5 par. 1 as long as the principle of non-discrimination set out in clause 4 par. 1 is respected.

The Framework Agreement is without prejudice to the right of the social partners to conclude, at the appropriate level, including at European level, agreements adapting and complementing the provisions of this Agreement in a way that takes into account the specific needs of the respective social partners.

The Agreement is without prejudice to any specific provisions of the European Union norms and, in particular, to those provisions concerning equal treatment or equal opportunities for men and women.

The prevention and settlement of disputes and complaints arising from the application of the agreement shall be carried out in accordance with national law, collective agreements and practices.

[36] Clause 5 par. 3 of the Framework Agreement on part-time work.