Case C-415/16. Working time

David Fernando Leal da Fonseca – v – Varzim Sol – Turismo, Jogo e Animação, SA, reference lodged by the Portuguese on 27 July 2016

In the light of Directives 93/104/EEC and 2003/88/EC on working time, as well as Article 31 of the Charter of Fundamental Rights of the European Union, in the case of workers engaged in shift work and rotating rest periods in an establishment that is open every day of the week but does not have continuous 24-hour productive periods, must the compulsory day of rest that a worker is entitled to be granted in each period of seven days, that is, at the latest on the seventh day following six consecutive working days?

Do those directives and provisions preclude an interpretation to the effect that, in relation to those workers, the employer is free to choose the days on which he grants a worker, for each week, the rest periods to which he is entitled, so that the worker may be required, without overtime pay, to work for up to ten consecutive days (e.g. between Wednesday of one week, preceded by a rest period on Monday and Tuesday, until Friday of the following week, followed by a rest period on Saturday and Sunday)?

Do those directives and provisions preclude an interpretation to the effect that the uninterrupted rest period of 24 hours may be granted on any of the calendar days in a given period of seven calendar days, and the subsequent uninterrupted rest period of 24 hours (to which are added the 11 hours of daily rest) may also be granted on any of the calendar days in the period of seven calendar days immediately following the period mentioned above?

Do those directives and provisions, taking into account also the provision in Article 16(a) of Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003, preclude an interpretation to the effect that a worker, instead of taking an uninterrupted rest period of 24 hours (to which are added to 11 hours of daily rest) for each period of seven days, may take two periods, which may or may not be consecutive, of uninterrupted rest of 24 hours in any of the four calendar days of a given reference period of 14 calendar days?

Case C-416/16. Transfers of undertakings

Luís Manuel Piscarreta Ricardo – v – Portimão Urbis, EM, SA – in liquidation, Município de Portimão, and EMARP – Empresa Municipal de Águas e Resíduos de Portimão, EM, SA, reference lodged by the Portuguese Tribunal Judicial da Comarca de Faro on 27 July 2016

Does Article 1, and in particular paragraph (b) thereof, of Council Directive 2001/23/EC apply to a situation such as that of the present case, in which a municipal undertaking (whose sole shareholder is the municipality) is dissolved (by a decision of the municipality's executive body), and the activities carried on by it are allocated in part to the municipality and in part to another municipal undertaking (whose objects were altered to that end – and which is also wholly owned by the municipality)? That is, in those circumstances may it be considered that there has been a transfer of a business within the meaning of the abovementioned Directive?

Must an employee not in active service (i.e. having had his employment contract suspended) be considered included in the concept of 'employee' within the meaning of Article 2(1)(d) of Directive 2001/23/EC and, accordingly, must the rights and obligations arising from the contract of employment be considered transferred to the transferee, in accordance with Article 3(1) of Directive 2001/23/EC?

Is the introduction of restrictions on the transfer of employees (i.e. according to the type of employment relationship or its duration, in particular, restrictions of the type referred to in Article 62(5), (6) and (11) of the RJAEL) permissible and therefore consistent with EU law?

Case C-429/16. Collecive redundancy

Małgorzata Ciupa and Others – v – II Szpital Miejski im. L. Rydygiera w Łodzi, now Szpital Ginekologiczno-Położniczy im dr L. Rydygiera Sp. z o.o. w Łodzi, reference lodged by the Polish Sąd Okręgowy w Łodzi on 2 August 2016

Is Article 2 of Directive 98/59 to be interpreted as meaning that an employer employing at least 20 employees who intends to give notice of termination of contractual conditions in relation to a number of employees, as provided for in Article 1(1) of the Law of 13 March 2003 laying down special rules on terminating employment relationships with employees for reasons unrelated to the employees (Ustawa o szczególnych zasadach rozwiązywania z pracownikami stosunków pra-

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