

Case C-171/18, Equal treatment, Pension

Safeway Ltd – v – Andrew Richard Newton, Safeway Pension Trustees Ltd, reference lodged by the Court of Appeal (United Kingdom) made on 5 March 2018

Where the rules of a pension scheme confer a power, as a matter of domestic law, upon the amendment of its Trust deed, to reduce retrospectively the value of both men's and women's accrued pension rights for a period between the date of a written announcement of intended changes to the scheme and the date when the Trust deed is actually amended, does Article 157 of the Treaty on the Functioning of the European Union (previously and at the material time Article 119 of the Treaty of Rome) require both men's and women's accrued pension rights to be treated as indefeasible during that period, in the sense that their pension rights are protected from retrospective reduction by the use of the domestic law power?

Case C-177/18, Other forms of discrimination

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Almudena Baldonado Martín – v – Ayuntamiento de Madrid, reference lodged by the Juzgado de lo Contencioso-Administrativo de Madrid (Spain) on 7 March 2018

1. Is it correct to interpret Clause 4 of the framework agreement as meaning that a situation such as that described in the present case, in which an interim civil servant carries out the same work as a career civil servant (who is not entitled to an allowance because the situation that would warrant it does not exist under the legal regime applicable to him) is not consistent with the situation described in that clause?
2. Given that the right to equal treatment and the prohibition of discrimination constitute a general EU principle enshrined in a directive (in Articles 20 and 21 of the Charter of Fundamental Rights of the European Union) and in Article 23 of the Universal Declaration of Human Rights, and in the light of fundamental social rights [within the meaning of] Articles 151 and 153 TFEU, is it consistent with the framework agreement annexed to Directive 1999/70/EC to interpret [Clause 4], in such a way as to achieve its objectives, as meaning that the right of an interim civil servant to receive an allowance may be established either by comparison with a temporary contract worker, since his status (as a civil servant or as a contract worker) is determined

exclusively by the public-sector employer, or by the direct vertical application to which EU primary law is open?

3. Taking into account the existence, if any, of improper use of temporary appointments to meet permanent staffing needs for no objective reason and in a manner inconsistent with the urgent and pressing need that warrants recourse to them, and for want of any effective penalties or limits in Spanish national law, would it be consistent with the objectives pursued by Directive 1999/70/EC to grant, as a means of preventing abuse and eliminating the consequence of infringing EU law, an allowance comparable to that for unfair dismissal, that is to say, one that serves as an adequate, proportional, effective and dissuasive penalty, in circumstances where an employer does not offer a worker a permanent post?

Case C-194/18, Transfer

Jadran Dodič – v – Banka Koper, Alta Invest, reference lodged by the Vrhovno sodišče Republike Slovenije (Slovenia) on 19 March 2018

1. Is Article 1(1) of Council Directive 2001/23/EC to be interpreted as meaning that a transfer, such as that which took place in the circumstances of the present case, relating to financial instruments and other client assets (specifically, transferable securities), the accounts relating to clients' intangible debt securities and other financial and ancillary services, as well as the records, must be deemed to be a legal transfer of an undertaking or of part of an undertaking, bearing in mind that, after the first respondent ceased to engage in business as a stock-exchange intermediary, the decision whether provision of such services was to be entrusted to the second defendant was, ultimately, a matter for the clients?
2. In the circumstances described above, is the number of clients who, following the cessation of the first respondent's activities as a stock-exchange intermediary, now use the second respondent for the provision of those services, relevant?
3. Is the fact that the first respondent continues to provide services to the clients as a dependant financial promotion company and, in performing that role, cooperates with the second respondent, relevant in any way for the purpose of determining whether there was a transfer of a business or an undertaking?