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law) no other effective measure is available under the national legal system to penalise such abuse with regard to workers?

3. Although there is no general obligation on Member States to provide for the conversion of fixed-term employment contracts into contracts of unlimited duration, does Clause 5 of the framework agreement on fixed-term work annexed to Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, headed 'Measures to prevent abuse', preclude …, also in the light of the principle of equivalence, national legislation such as that laid down in Article 24(1) and (3) of Law No 240 of 30 December 2010, which provides for the conclusion and extension for a total period of five years (three years and a possible extension of two years) of fixed-term contracts between researchers and universities, making the conclusion of the contract subject to the availability of 'the resources for planning for the purposes of carrying out research, teaching, non-curricular activities and student service activities' and also making extension of the contract subject to a 'positive appraisal of the teaching and research activities carried out', without laying down objective and transparent criteria for determining whether the conclusion and renewal of those contracts actually meet a genuine need and whether they are capable of achieving the objective pursued and are necessary for that purpose, and therefore entails a specific risk of abusive use of such contracts, thus rendering them incompatible with the purpose and practical effect of the framework agreement?

Case C-341/19, Religious discrimination

MH Müller Handels GmbH – v – MJ, reference lodged by the Bundesarbeitsgericht (Germany) on 30 April 2019

1. Can established indirect unequal treatment on grounds of religion within the meaning of Article 2(2)(b) of Directive 2000/78/EC, resulting from an internal rule of a private undertaking, be justifiable only if, according to that rule, it is prohibited to wear any visible sign of religious, political or other philosophical beliefs, and not only such signs as are prominent and large-scale?
2. If Question 1 is answered in the negative:
   a. Is Article 2(2)(b) of Directive 2000/78/EC to be interpreted as meaning that the rights derived from Article 10 of the Charter of Fundamental Rights of the European Union and from Article 9 of the European Convention for the Protection of Human Rights and Fundamental Freedoms may be taken into account in the examination of whether established indirect unequal treatment on grounds of religion is justifiable on the basis of an internal rule of a private undertaking which prohibits the wearing of prominent, large-scale signs of religious, political or other philosophical beliefs?
   b. Is Article 2(2)(b) of Directive 2000/78/EC to be interpreted as meaning that national rules of constitutional status which protect freedom of religion may be taken into account as more favourable provisions within the meaning of Article 8(1) of Directive 2000/78/EC in the examination of whether established indirect unequal treatment on grounds of religion is justifiable on the basis of an internal rule of a private undertaking which prohibits the wearing of prominent, large-scale signs of religious, political or other philosophical beliefs?
3. If Questions 2(a) and 2(b) are answered in the negative: In the examination of an instruction based on an internal rule of a private undertaking which prohibits the wearing of prominent, large-scale signs of religious, political or other philosophical beliefs, must national rules of constitutional status which protect freedom of religion be set aside because of primary EU law, even if primary EU law, such as, for example, Article 16 of the Charter of Fundamental Rights, recognises national laws and practices?

Case C-344/19, Working time

DJ – v – Radiotelevizija Slovenija, reference lodged by the Vrhovno sodišče Republike Slovenije (Slovenia) on 2 May 2019

1. Must Article 2 of Directive 2003/88 be interpreted as meaning that, in circumstances such as those in the present case, stand-by duty, during which a worker performing his work at a radio and television transmission station must during the period he is not at work (when his physical presence at the workplace is not necessary) be contactable when called and, where necessary, be at his workplace within one hour, is to be considered working time?
2. Is the definition of the nature of stand-by duty in circumstances such as those of the present case affected by the fact that the worker resides in accommodation provided at the site where he performs his work (radio and television transmission station), since the geographical characteristics of the site make it impossible (or more difficult) to return home ('down the valley') each day?
3. Must the answer to the two preceding questions be different where the site involved is one where the

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opportunities for pursing leisure activities during free time are limited on account of the geographical characteristics of the place or where the worker encounters greater restrictions on the management of his free time and pursuit of his own interests (than if he lived at home)?

Case C-454/19, Free movement

Criminal proceedings against ZW, reference lodged by the Amtsgericht Heilbronn (Germany) on 14 June 2019

1. Is primary and/or secondary European law, in particular Directive 2004/38/EC of the European Parliament and of the Council, in the sense of a full right of EU citizens to move and reside freely within the territory of the Member States, to be interpreted as meaning that it also covers national criminal provisions?
2. If the question is answered in the affirmative: does the interpretation of primary and/or secondary European law preclude the application of a national criminal provision which penalises the retention of a child from his guardian abroad where the provision does not differentiate between Member States of the European Union and third countries?

Case C-483/19, Fixed-term work

Ville de Verviers – v – J, reference lodged by the Cour du travail de Liège (Belgium) on 24 June 2019

1. Does the fact that the social partners, by means of Opinion of No 1342 … of the Conseil national de travail, decided to make use of the option to exclude from the scope of the Framework Agreement in question, referred to in clause 2(2)(a) and (b) thereof, absolve the Belgian legislature from taking, with regard to employment contracts which have been concluded within the framework of a specific public or publicly-supported training, integration and vocational retraining programme, specific, objective and concrete measures to ensure that the Framework Agreement's objectives are guaranteed to workers engaged in subsidised employment?
2. If the answer to the first question is in the negative, that is to say the Belgian State is not relieved of its obligations under Council Directive 1999/70/EC of 28 June on fixed-term work, does clause 5(1)(a) of the Framework Agreement preclude a provision of national law which, like Article 10 of the Law of 3 July 1978 on employment contracts, authorises having recourse to successive fixed-term employment contracts in breach of the strict conditions relating to maximum duration and renewal laid down by Article 10a of that law, provided that the public employer establishes 'legitimate reasons' not otherwise specified in that law which justify the use of unlimited successive fixed-term employment contracts?
3. Again, if the answer to the first question is in the negative, does clause 5(1)(a) of the Framework Agreement impose the obligation, on the national court hearing a case between a public employer and a worker employed under successive fixed-term employment contracts concluded within the framework of various training, integration and retraining programmes, to examine the appropriateness of concluding successive fixed-term employment contracts in the light of the 'objective reasons' set out in the case-law of the Court of Justice of the European Union?
4. In such a case, can the 'legitimate reasons' put forward by the public employer be considered to be 'objective reasons' justifying the use of successive fixed-term employment contracts in breach of the conditions laid down by Article 10a, cited above, in order, on the one hand, to prevent and tackle abuse arising from the use of successive fixed-term employment contracts where the needs covered by those contracts are not of a temporary nature but are rather fixed and permanent needs in terms of social cohesion within an insecure population and, on the other, to take account of the specific objectives of those vocational reinsertion contracts concluded within the framework of that social employment policy established by the Belgian State and the Walloon Region and which is heavily dependent on public subsidies?

Case C-394/19, Free movement

PN, QO, RP, SQ, TR – v – Centre public d'action sociale d'Anderlecht (CPAS), reference lodged by the Tribunal du travail francophone de Bruxelles (Belgium) on 21 May 2019

Is the principle of full effectiveness of the rules of European Law and the protection of those rules, as defined in the Francovich and Brasserie du pêcheur judgments, in conjunction with Directive 2004/38/EC, to be interpreted as imposing an obligation on a Member State, in circumstances where the right of residence of a foreign national has been withdrawn without prior consideration of proportionality, as a result of an error in transposition into domestic law, to cover, within the framework of its welfare system, the basic needs of the applicant

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