

opportunities for pursuing 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?

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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

other than medical needs, until the applicant's position as regards the right of residence has been determined in conformity with EU law?