period of at least 12 months immediately preceding the start of the parental leave. By contrast, those clauses preclude national legislation which makes the grant of a right to parental leave subject to the condition that the parent has the status of a worker at the time of the birth or adoption of his or her child.

ECJ 10 March 2021, Case C-739/19 (An Bord Pleanála), Other Forms of Free Movement

VK – v – An Bord Pleanála, Irish Case

Summary

In principle, a Member State can require an attorney-at-law from another Member State to cooperate with a local attorney-at-law during litigation, but a general obligation not taking the experience of the visiting lawyer into account would go beyond what is necessary in order to attain the objective of the proper administration of justice

Question

Must Article 5 of Directive 77/249, in the light of the objective of the sound administration of justice, be interpreted as precluding a lawyer, provider of representation services in respect of his or her client, from being required to work in conjunction with a lawyer who practises before the judicial authority in question and who would be responsible, if necessary, towards that judicial authority, under a system placing lawyers under ethical and procedural obligations such as that of submitting to the judicial authority in question any legal element, whether legislative or case-law-based, for the purposes of the proper course of the procedure, from which the litigant is exempt if he or she decides to conduct his or her own defence?

Ruling

Article 5 of Council Directive 77/249/EEC of 22 March 1977 to facilitate the effective exercise by lawyers of freedom to provide services must be interpreted as meaning that:

– it does not preclude, as such, in the light of the objective of the proper administration of justice, a lawyer, provider of representation services in respect of his or her client, from being required to work in conjunction with a lawyer who practises before the judicial authority in question and who would be responsible, if necessary, towards that judicial authority, under a system placing lawyers under ethical and procedural obligations such as that of submitting to the judicial authority in question any legal element, whether legislative or case-law-based, for the purposes of the proper course of the procedure, from which the litigant is exempt if he or she decides to conduct his or her own defence;
– the obligation for a visiting lawyer to work in conjunction with a lawyer who practises before the judicial authority in question, in a system in which the latter have the possibility of defining their respective roles, the sole purpose of the lawyer who practises before the judicial authority in question being, as a general rule, to assist the visiting lawyer to ensure the proper representation of their client and the proper fulfilment of his or her duties to that judicial authority is not disproportionate, in the light of the objective of the proper administration of justice;
– a general obligation to work in conjunction with a lawyer who practises before the judicial authority in question not allowing account to be taken of the experience of the visiting lawyer would go beyond what is necessary in order to attain the objective of the proper administration of justice.

ECJ 17 March 2021, Case C-585/19 (Academia de Studii Economice din Bucureşti), Working Time

Academia de Studii Economice din Bucureops ti – v – Organismul Intermediar pentru Programul Operaţional Capital Uman – Ministerul Educaţiei Naţionale, Romanian Case

Summary

Where a worker has concluded more than one employment contract with the same employer, the minimum daily rest period applies to the contracts taken as a whole and not to each of the contracts taken separately.

Question

Must Article 2(1) and Article 3 of Directive 2003/88 be interpreted as meaning that, where an employee has concluded several contracts of employment with the

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same employer, the minimum daily rest period provided for in Article 3 applies to those contracts taken together or to each of those contracts taken separately?

Ruling

Articles 2(1) and 3 of Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time must be interpreted as meaning that, where an employee has concluded several contracts of employment with the same employer, the minimum daily rest period provided for in Article 3 thereof applies to those contracts taken as a whole and not to each of those contracts taken separately.

ECJ 17 March 2021, Case C-652/19 (Consulmarketing), Fixed-Term Work, Collective Redundancies

KO – v – Consulmarketing SpA , Italian Case

Summary

Italian regulations regarding collective redundancies found outside scope of Directive 98/59 and hence cannot be assessed against articles 20 and 30 of the Charter. Transitional scheme regarding conversion of fixed-term contracts into contracts for an indefinite term not found contrary to Clause 4 of the Framework Agreement on Fixed-Term Work (Directive 1999/70).

Questions

1. Must Directive 98/59 and Articles 20 and 30 of the Charter be interpreted as precluding national legislation which provides for the concurrent application, in the course of one and the same collective redundancy procedure, of two different systems for the protection of permanent workers in the event of a collective redundancy carried out in breach of the criteria for determining which workers will be dismissed under that procedure?
2. Must Clause 4 of the Framework Agreement be interpreted as precluding national legislation which extends a new system for the protection of permanent workers in the event of unlawful collective redundancies to workers whose fixed-term contracts, entered into before the date of entry into force of that legislation, are converted into contracts of indefinite duration after that date?

Ruling

1. National legislation which provides for the concurrent application, in the course of one and the same collective redundancy procedure, of two different systems for the protection of permanent workers in the event of a collective redundancy carried out in breach of the criteria for determining which workers will be dismissed under that procedure does not come within the scope of Council Directive 98/59/EC of 20 July 1998 on the approximation of the laws of the Member States relating to collective redundancies and cannot, therefore, be examined in the light of the fundamental rights guaranteed by the Charter of Fundamental Rights of the European Union and, in particular, Articles 20 and 30 thereof.
2. Clause 4 of the framework agreement on fixed-term work, concluded on 18 March 1999, 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 must be interpreted as not precluding national legislation which extends a new system for the protection of permanent workers in the event of unlawful collective redundancies to workers whose fixed-term contracts, which were entered into before the date of entry into force of that legislation, are converted into contracts of indefinite duration after that date.

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