

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.