

2. If Question 1 is answered in the affirmative: Is it consistent with the protective purpose of Directive 2008/104/EC to exclude ‘supply of staff’ within the meaning of Paragraph 4(3) of the TVöD from the scope of the national protective provisions for personnel leasing, as point 2b of Paragraph 1(3) of the Gesetz zur Regelung der Arbeitnehmerüberlassung (Law on personnel leasing, ‘the AÜG’) does, meaning that these protective provisions are not applicable to cases involving supply of staff?

Case C-450/21, Fixed-Term Work

UC – v – Ministero dell’Istruzione, reference lodged by the Tribunale ordinario di Vercelli (Italy) on 20 July 2021

1. Is clause 4(1) of the framework agreement on fixed-term work concluded on 18 March 1999, annexed to Council Directive 1999/70/EC of 28 June 1999, to be interpreted as precluding national legislation, such as that contained in Article 1(121) of legge n. 107/2015 (Law No 107/2015), which expressly excludes the recognition and payment of additional remuneration of EUR 500 for teaching staff hired by the Ministero dell’Istruzione (Italian Ministry of Education) on fixed-term contracts, since such additional remuneration is solely for the training and continuous professional development of staff hired on contracts of indefinite duration?
2. Is additional remuneration of EUR 500 per year, such as that provided for in Article 1(121) of Law No 107/2015 [and Article] 2 of decreto legge n. 22/2020 (Decree-Law No 22/2020), (‘the teacher’s electronic card’), which is intended to be used to purchase training materials and services aimed at developing professional skills and to purchase connectivity services, to be considered covered by the employment conditions referred to in clause 4(1) of the framework agreement on fixed-term work concluded on 18 March 1999?
3. In the event that this allowance is deemed not to be covered by the abovementioned employment conditions, is clause 6 of the framework agreement on fixed-term work, concluded on 18 March 1999, in conjunction with Article 150 [TEC], Article 14 of the Charter of Fundamental Rights of the European Union and Article 10 of the European Social Charter, to be interpreted as precluding a provision of national law, such as that contained in Article 1(121) of Law No 107/2015, which gives only workers with an employment contract or relationship of indefinite duration the right to receive funding for training, despite the fact that they are in a comparable situation to that of fixed-term workers?

4. Within the scope of Directive 1999/70/EC, are the general principles of [European Union] law presently in force on equality, equal treatment and non-discrimination in matters of employment, enshrined in Articles 20 and 21 of the Charter of Fundamental Rights of the European Union, in Directives 2000/43/EC and 2000/78/EC and in clause 4 of the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, put into effect by Directive [1]999/70/EC, to be interpreted as precluding a legal provision such as the one contained in Article 1(121) of Law No 107/2015, which allows teachers who are in a comparable situation to permanent teachers, as regards the type of work and employment conditions, having performed the same duties and possessing the same disciplinary, pedagogical, methodological, organisational, interpersonal and research skills, obtained through teaching experience recognised as equivalent under the same national legislation, to be treated less favourably and to be subjected to discrimination regarding their employment conditions and access to training, solely because they have a fixed-term employment relationship?
5. Is clause 6 of the framework agreement on fixed-term work concluded on 18 March 1999, read in the light of and in accordance with the general principles of [European Union] law presently in force on equality, equal treatment and non-discrimination in matters of employment and the fundamental rights enshrined in Articles 14, 20 and 21 of the Charter of Fundamental Rights of the European Union, to be interpreted as precluding a provision of national law, such as that contained in Article 1(121) of Law No 107/2015, which gives only workers with an employment relationship of indefinite duration access to training?

Case C-453/21, Privacy, Unfair Dismissal

X-FAB Dresden GmbH & Co. KG – v – FC, reference lodged by the Bundesarbeitsgericht (Germany) on 21 July 2021

1. Is the second sentence of Article 38(3) of Regulation (EU) 2016/679 (General Data Protection Regulation; ‘the GDPR’) to be interpreted as precluding a provision in national law, such as, in the present case, Paragraph 38(1) and (2) in conjunction with the first sentence of Paragraph 6(4) of the Bundesdatenschutzgesetz (Federal Law on data protection; ‘the BDSG’), which makes dismissal of the data protection officer by the controller, who is his employer, subject to the conditions set out therein, irrespective of whether such dismissal relates to the performance of his tasks?