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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?

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2. If the first question is answered in the affirmative: Does the second sentence of Article 38(3) of the GDPR also preclude such a provision in national law if the designation of the data protection officer is mandatory not in accordance with Article 37(1) of the GDPR, but only in accordance with the law of the Member State?
3. If the first question is answered in the affirmative: Does the second sentence of Article 38(3) of the GDPR have sufficient legal basis, in particular in so far as it covers data protection officers that have an employment relationship with the controller?
4. If the first question is answered in the negative: Is there a conflict of interests within the meaning of the second sentence of Article 38(6) of the GDPR if the data protection officer also holds the office of chairman of the works council established at the controlling body? Must specific tasks have been assigned within the works council in order for such a conflict of interests to be assumed to exist?

Case C-477/21, Working Time

IH – v – MÁV-START Vasúti Személyszállító Zrt., reference lodged by the Miskolci Törvényszék (Hungary) on 3 August 2021

1. Must Article 5 of Directive [2003/88], read in conjunction with Article 31(2) of the Charter [of Fundamental Rights of the European Union], be interpreted as meaning that the daily rest period provided for in Article 3 [of that directive] forms part of the weekly rest period?
2. Otherwise, must Article 5 of Directive [2003/88], read in conjunction with Article 31(2) of the Charter, be interpreted as meaning that, in accordance with the objective pursued by the directive, the aforementioned article lays down only the minimum duration of the weekly rest period, which is to say that the weekly rest period must be at least 35 consecutive hours' long, provided that there are no objective, technical or work organisation conditions which preclude this?
3. Must Article 5 of Directive [2003/88], read in conjunction with Article 31(2) of the Charter, be interpreted as meaning that, where the law of the Member State and the applicable collective agreement provide for the grant of a continuous weekly rest period of at least 42 hours, it is compulsory, following work which has been performed on the working day prior to the weekly rest period, also to grant the twelve-hour daily rest period guaranteed along with it under the relevant legislation of that Member State and the applicable collective agreement, provided that there are no objective, technical or work organisation conditions which preclude this?
4. Must Article 3 of Directive [2003/88], read in conjunction with Article 31(2) of the Charter, be interpreted as meaning that a worker is entitled to a minimum rest period which must be granted within the course of 24 hours even if, for any reason, he or she does not have to work in the following 24 hours?
5. If Question 4 is answered in the affirmative, must Articles 3 and 5 of Directive [2003/88], read in conjunction with Article 31(2) of the Charter, be interpreted as meaning that the daily rest period [must] be granted prior to the weekly rest period?

Case C-488/21, Social Insurance

GV – v – Chief Appeals Officer, Social Welfare Appeals Office, Minister for Employment Affairs and Social Protection, Ireland, Attorney General, reference lodged by the Court of Appeal (Ireland) on 10 August 2021

1. Is the derived right of residence of a direct relative in the ascending line of a Union citizen worker pursuant to Article 7(2) of Directive 2004/38/EC conditional on the continued dependency of that relative on the worker?
2. Does Directive 2004/38/EC preclude a host Member State from limiting access to a social assistance payment benefit by a family member of a Union citizen worker who enjoys a derived right of residence on the basis of her dependency on that worker, where access to such payment would mean she is no longer dependent on the worker?
3. Does Directive 2004/38/EC preclude a host Member State from limiting access to a social assistance payment benefit by a family member of a Union citizen worker who enjoys a derived right of residence on the basis of her dependency on that worker, on the grounds that payment of the benefit will result in the family member concerned becoming an unreasonable burden on the social assistance system of the State?

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