

## ECJ Court Watch – Pending Cases

### Case C-310/19 (P), Miscellaneous

Boudewijn Schokker – v – European Aviation Safety Agency (EASA), Appeal against the order of the General Court (Eighth Chamber) on 8 February 2019 in Case T-817/17

1. The appellant claims, first, that the General Court erred in law by dismissing the action on a ground that it had raised if its own motion and erroneously categorised as ‘manifest’. When it did so, the General Court infringed Article 126 of its Rules of Procedure and the appellant’s rights of defence.
2. The appellant submits, second, that the General Court erred in law by concluding that a verification of the grounds for the withdrawal of the offer of employment at issue was irrelevant, as an offer of employment can, in any case, be withdrawn at any moment without being subject to any conditions.

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### Case C-314/19, Transfer of undertakings

R.C.C. – v – M.O.L., reference lodged by the Tribunal Superior de Justicia de Castilla-La Mancha (Spain) on 16 April 2019

Does Article 1(1)(a) of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, and therefore the content of the directive, apply to a case in which a Notary, a public official who, in turn, is the private employer of the staff working for him, that relationship as employer being governed by general employment law and by the sectoral collective agreement, who replaces the previous departing Notary, taking over his Protocol, and who continues to provide that service at the same workplace, with the same material facilities, and who takes on the staff who worked for the previous Notary who ran that practice?

### Case C-326/19, Fixed-term work

EB – v – Presidenza del Consiglio dei Ministri and Others, reference lodged by the Tribunale Amministrativo Regionale per il Lazio (Italy) on 23 April 2019

1. Although there is no general obligation on Member States to provide for the conversion of fixed-term employment contracts into contracts of indefinite duration, does Clause 5 of the framework agreement on fixed-term work 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, headed ‘Measures to prevent abuse’, preclude, also in the light of the principle of equivalence, national legislation, such as that laid down in Article 29(2)(d) and (4) of Legislative Decree No 81 of 15 June 2015 and Article 36(2) and (5) Legislative Decree No 165 of 30 March 2001, which does not allow in respect of university researchers employed on a three-year fixed-term contract, which may be extended for two years pursuant to Article 24(3)(a) of Law No 240 of 2010, the subsequent establishment of a relationship of indefinite duration?
2. Although there is no general obligation on Member States to provide for the conversion of fixed-term employment contracts into contracts of unlimited duration, does Clause 5 of the framework agreement on fixed-term work 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, headed ‘Measures to prevent abuse’, preclude, also in the light of the principle of equivalence, national legislation, such as that laid down in Article 29(2)(d) and (4) of Legislative Decree No 81 of 15 June 2015 and Article 36(2) and (5) Legislative Decree No 165 of 30 March 2001, from being applied by the national courts of the Member concerned in such a way that a right to maintain the employment relationship is granted to persons employed by public authorities under a flexible employment contract governed by the rules of employment law, but that right is not conferred, in general, on staff employed on fixed-term contracts by those authorities under administrative law, and (as a result of the above provisions of national