

ECJ 20 May 2021, Case C-63/20 P (Dickmanns/EUIPO), Miscellaneous

Sigrid Dickmanns – v – EUIPO, EU Case

Summary

Appeal against termination of agency contract was dismissed. Unfortunately, no English translation of the case is available. Other language versions are available on: https://curia.europa.eu/jcms/jcms/j_6/en/.

ECJ 20 May 2021, Case C-879/19 (Format), Social Insurance

FORMAT Urządzenia i Montaż Przemysłowe – v – Zakład Ubezpieczeń Społecznych I Oddział w Warszawie, Polish case

Summary

Article 14(2) Regulation 1408/71 does not apply to a person who, under a single employment contract concluded with a single employer providing for the pursuit of professional activity in several Member States, works, for several successive months, solely in the territory of each of those Member States, where the duration of the uninterrupted periods of work completed by that person in each of those Member States exceeds 12 months.

Question

Must Article 14(2) of Regulation No 1408/71 be interpreted as applying to a person who, under a single employment contract concluded with a single employer providing for the pursuit of professional activity in several Member States, works, for several successive months, solely in the territory of each of those Member States?

Ruling

Article 14(2) of Council Regulation (EEC) No 1408/71 of 14 June 1971 on the application of social security schemes to employed persons, to self-employed persons

and to members of their families moving within the Community, as amended and updated by Council Regulation (EC) No 118/97 of 2 December 1996, as amended by Council Regulation (EC) No 1606/98 of 29 June 1998, must be interpreted as not applying to a person who, under a single employment contract concluded with a single employer providing for the pursuit of professional activity in several Member States, works, for several successive months, solely in the territory of each of those Member States, where the duration of the uninterrupted periods of work completed by that person in each of those Member States exceeds 12 months, which it is for the referring court to verify.

ECJ 3 June 2021, case C-326/19 (Ministero dell'Istruzione, dell'Università e della Ricerca – MIUR e.a. (Chercheurs universitaires)), Fixed-Term Work

EB – v – Presidenza dei Consiglio dei Ministri, Ministero dell'Istruzione, dell'Università e della Ricerca – MIUR and Università degli Studi 'Roma Tre', Italian case

Summary

It is allowed to limit both the duration and number of fixed-term contracts without an objective justification being necessary, provided that there is no abuse of the rules.

Questions

Must Clause 5 of the framework agreement be interpreted as precluding national legislation under which, as regards the recruitment of university researchers, provides for the conclusion of fixed-term contracts for a period of three years, with the only possibility of extension, for a maximum period of two years, making the conclusion of such contracts subject to the condition that resources are available 'for planning for the purposes of carrying out research, teaching, non-curricular activities and student service activities', and making the extension of those contracts conditional on the 'positive

appraisal of the teaching and research activities carried out' without, however, defining objective and transparent criteria in order to ascertain whether the conclusion and renewal of such contracts actually meet a genuine need, that they are likely to achieve the objective pursued and are necessary to that end?

Ruling

Clause 5 of the framework agreement on fixed-term work, concluded on 18 March 1999 which is 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 under which provision is made, in respect of the recruitment of university researchers, for the conclusion of a fixed-term contract for a period of three years, with a single possibility of extension, for a maximum period of two years, making the conclusion of such contracts subject, first, to the condition that resources are available 'for planning for the purposes of carrying out research, teaching, non-curricular activities and student service activities', and, second, that such contracts are extended on condition that there is a 'positive appraisal of the teaching and research activities carried out', without it being necessary for those rules to define objective and transparent criteria making it possible to verify that the conclusion and renewal of such contracts do indeed meet a genuine need, and that they are likely to achieve the objective pursued and are necessary for that purpose.

ECJ 3 June 2021, case C-726/19 (Instituto Madrileño de Investigación y Desarrollo Rural, Agrario y Alimentario), Fixed-Term Work

Instituto Madrileño de Investigación y Desarrollo Rural, Agrario y Alimentario – v – JN, Spanish case

Summary

It is not allowed to unilaterally extend fixed-term contracts anticipating definitive selection procedures for permanent positions, without it being clear when the

selection procedure is held. The economic crisis of 2008 cannot justify the absence of any anti-abusive measures. Unfortunately, no English translation is available. Other language versions can be found on: <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX:62019CJ0726>.

ECJ 3 June 2021, case C-914/19 (Ministero della Giustizia (Notaires)), Age Discrimination

Ministero della Giustizia – v – GN, Italian case

Summary

Article 21 CFREU precludes regulations which limit the application procedure for being a notary at 50 years of age, as it does not appear to meet its objectives, which is for the referring court to verify. Unfortunately, no English translation is available. Other translations can be found on: <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX:62019CJ0914>.

ECJ 3 June 2021, case C-942/19 (Servicio Aragonés de Salud), Fixed-Term Work

Servicio Aragonés de Salud – v – LB, Spanish case

Summary

The ECJ has no jurisdiction, as the worker concerned has a fixed employment contract.

Ruling

The Court of Justice of the European Union has no jurisdiction to answer the questions referred by the Tribunal Superior de Justicia de Aragón (High Court of Justice, Aragon, Spain), in its order for reference of 17 December 2019.