

Case C-356/21, Discrimination, Sexual Orientation

JK – v – TP S.A., reference lodged by the Sąd Rejonowy dla m. st. Warszawy w Warszawie (Poland) on 7 June 2021

Must Article 3(1)(a) and (c) of Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation be construed as permitting the exclusion from the scope of Council Directive 2000/78/EC, and consequently also as permitting the exclusion from the application of the sanctions laid down in national law pursuant to Article 17 of Council Directive 2000/78/EC, of the freedom of choice of parties to a contract so long as that choice is not based on sex, race, ethnic origin or nationality, in a situation where the alleged discrimination consists in a refusal to enter into a civil-law contract under which work is to be carried out by a self-employed natural person when that refusal is based on the sexual orientation of the prospective counterparty?

Case C-377/21, Part-time Work

Ville de Mons, Zone de secours Hainaut – Centre – v – RM, reference lodged by the Cour du travail de Mons (Belgium) on 7 June 2021

Is Clause 4 of the Framework Agreement implemented by Council Directive 97/81/EC of 15 December 1997 concerning the Framework Agreement on part-time work concluded by UNICE, CEEP and the ETUC to be interpreted as not precluding national legislation which, for the calculation of the salary of professional firefighters employed on a full-time basis, accredits, in respect of the length of service for financial purposes, the services provided on a part-time basis as a volunteer firefighter according to the volume of work, that is to say the duration of the services actually provided, in line with the principle of ‘pro rata temporis’, and not according to the period over which the services were provided?

Case C-380/21, Social Insurance

Istituto nazionale della previdenza sociale (INPS) – v – Ryanair DAC, reference lodged by the Corte Suprema di Cassazione (Italy) on 18 January 2021

Can the concept of a person ‘employed principally in the territory of the Member State in which he resides’ contained in Article 14(2)(a)(ii) [of Regulation (EEC) No 1408/71, as amended] be interpreted in the same way as that which (concerning judicial cooperation in civil matters, jurisdiction and individual contracts of employment (Regulation (EC) No 44/2001)) Article 19(2)(a) [of the latter Regulation] defines as the ‘place where the employee habitually carries out his work’, including in the aviation and airline crew sector (Council Regulation (EEC) No 3922/91), as expressed in the case-law of the Court of Justice of the European Union referred to in the grounds?

Case C-392/21, Health and Safety

TJ – v – Inspectoratul General pentru Imigrări, reference lodged by the Curtea de Apel Cluj (Romania) on 24 June 2021

1. Is the expression ‘special corrective appliances’, used in Article 9 of Council Directive 90/270/EEC of 29 May 1990 on the minimum safety and health requirements for work with display screen equipment, to be interpreted as excluding spectacles with corrective lenses?
2. Must the expression ‘special corrective appliances’, used in Article 9 of Council Directive 90/270/EEC, be understood solely to mean appliances used exclusively at the place of work and/or in the performance of employment duties?
3. Does the obligation to provide a special corrective appliance, provided for by Article 9 of Council Directive 90/270/EEC, refer exclusively to the acquisition of the appliance by the employer, or may it be interpreted more broadly, namely to include an obligation upon the employer to reimburse the costs incurred by the worker in purchasing the appliance him or herself?
4. Is it consistent with Article 9 of Council Directive 90/270/EEC for an employer to cover such costs by means of a general increase in remuneration which is paid on a continuing basis and referred to as an ‘increase for arduous working conditions’?