

SUMMARY

## **ECJ 8 May 2019, case C-494/17, (Rossato and Conservatorio di Musica F.A. Bonporti), Fixed-term work**

***Ministero dell’Istruzione, dell’Università e della Ricerca (MIUR) – v –  
Fabio Rossato, Conservatorio di Musica F.A. Bonporti, Italian case***

### **Question**

Is Clause 5(1) of the Framework Agreement to be interpreted as precluding national legislation which, as applied by the national supreme courts, precludes any entitlement to financial compensation on account of the misuse of successive fixed-term employment contracts for public sector teachers whose employment relationship has been converted from a fixed-term relationship into one of indefinite duration, with limited retroactive effect?

### **Ruling**

Clause 5(1) 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, is to be interpreted as not precluding legislation which, as applied by the national supreme courts, precludes any entitlement to financial compensation on account of the misuse of successive fixed-term employment contracts for public-sector teachers whose employment relationship has been converted from a fixed-term relationship into one of indefinite duration, with limited retroactive effect, if such conversion is neither uncertain nor unpredictable or fortuitous and the limited account taken of the period of service completed under those successive fixed-term employment contracts constitutes a measure that is proportionate for the purpose of punishing that misuse, which is a matter for the national court to determine.

**Creator:** European Court of Justice (ECJ)

**Verdict at:** 2019-05-08

**Case number:** C-494/17