

SUMMARY

ECJ 4 September 2025, case C-249/24 (Ineo Infracom), collective redundancies

RT, ED - v - Ineo Infracom, French case

Summary

Changes to the place of work may fall within the scope of Directive 98/59/EG on collective redundancies.

Questions

1. Is Article 1(1) of Directive 98/59/EC to be interpreted as meaning that terminations of employment contracts based on the refusal, by workers, to consent to the terms of a collective agreement relating to internal mobility being applied to their employment contract must be regarded as falling within the scope of that provision, either as redundancies, within the meaning of point (a) of the first subparagraph thereof, or as terminations of the employment contract, within the meaning of the second subparagraph of that provision, with the result that they must be taken into account in calculating the number of redundancies?
2. Must Article 2 of Directive 98/59 be interpreted as meaning that the information and consultation of workers' representatives prior to the conclusion of a collective agreement on internal mobility may be considered to constitute consultation within the meaning of that article?

Ruling

1. Article 1(1) of Directive 98/59/EC must be interpreted as meaning that in order to assess whether terminations of employment contracts based on the refusal, by workers, to consent to the terms of a collective agreement relating to internal mobility being applied to their employment contract must be regarded as falling within the concept of 'redundancies' within

the meaning of point (a) of the first subparagraph of that provision, the referring court must examine whether, having regard to that collective agreement and to the terms of the employment contract, the workers concerned are required to accept the change of geographical assignment proposed by the employer and, if that question is answered in the negative, whether that change constitutes a substantial change to an essential element of the employment contract, with the result that it must be taken into account in calculating the number of redundancies. If that condition were not satisfied, the termination of the employment contract following the worker's refusal to accept such a change would constitute a termination of that contract on the employer's initiative for one or more reasons not related to the individual workers concerned, within the meaning of the second subparagraph of Article 1(1) of that directive, with the result that it must also be taken into account in calculating the number of redundancies.

2. Article 2 of Directive 98/59 must be interpreted as meaning that the information and consultation of workers' representatives prior to the conclusion of a collective agreement relating to internal mobility are able to be considered to constitute consultation within the meaning of that article, provided that the information obligations laid down in paragraph 3 thereof are complied with.

Creator: European Court of Justice (ECJ)

Verdict at: 2025-09-04

Case number: C-249/24