

SUMMARY

ECJ 24 September 2026, Case C-369/25 (LW - v- Trenitalia SpA)

LW - v- Trenitalia SpA, Italian case

Summary

Article 8(1) of Directive 91/533/EEC protects only the rights arising from the employer's information obligations under that directive. It does not protect the substantive rights arising from the employment contract or relationship about which the employee must be informed, such as entitlement to remuneration. The directive imposes formal information and transparency obligations; the underlying substantive rights are governed by other instruments of EU or national law, including collective agreements. The questions raised concerning pensions, social security contributions, and limitation periods were therefore not addressed.

Questions

Does the concept of "rights" in Article 8(1) of Directive 91/533 cover only the employee's rights to receive information under that directive, or also the substantive rights arising from the employment contract or relationship about which the employer must provide information, particularly remuneration?

If it also covers those substantive rights, does a pension calculated by reference to contributions proportional to remuneration and years of insurance constitute deferred remuneration within the meaning of Article 2 of the directive?

If so, does Article 8 also cover the employee's right to have social security contributions paid, where those contributions determine pension entitlement and the amount payable?

If so, does Article 8 preclude national rules requiring an employee to bring proceedings against both the employer and the social security institution during the employment relationship to prevent contributions from becoming time-barred, where payment also depends on that institution pursuing its claim and the employee risks dismissal or non-renewal?

If so, what remedies are available to the referring court, and would aligning the limitation rules

for social security contributions with those applicable to remuneration be sufficient to comply with Article 8?

Ruling

Article 8(1) of Directive 91/533 must be interpreted as meaning that the concept of “rights” covers only rights arising from that directive, such as the employee’s right to receive one of the documents referred to in Article 3. It does not cover the substantive rights arising from the employment contract or relationship about which the employer must inform the employee under Article 2. The directive requires the provision of information about those rights but does not itself guarantee their substantive protection.

Creator: Hof van Justitie van de Europese Unie

Verdict at: 2026-09-24

ECLI: ECLI:EU:C:2026:791

Case number: C-369/25

Judges: M.L. Arastey Sahún, J. Passer, D. Gratsias, and B. Smulders

Case Law References: Richtlijn 91/533/EEG and 3:305 BW