

SUMMARY

Case C-60/17. Transfer of undertakings

Does Article 1(1) of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses apply 1 when an undertaking ceases to hold the contract for the service it is engaged to provide for a client as a result of termination of the contract for the provision of the service, in a labour-intensive business (security of buildings), and the new holder of the contract for the service takes on the majority of the employees assigned to the performance of that service, when those employment contracts are taken over in accordance with the terms of the collective agreement on employment in the security sector?

If the answer to the first question should be in the affirmative, if the legislation adopted by the Member State in order to transpose the Directive provides, in accordance with Article 3(1) of Directive 2001/23/EC, that after the date of the transfer the transferor and the transferee are to be jointly and severally liable for obligations, including those relating to wages, which arose before the date of the transfer as a result of employment contracts existing on the date of the transfer, is an interpretation to the effect that joint and several liability for prior obligations does not apply when the majority of the workforce were taken on by the new contractor as a result of the requirements of the collective agreement for the sector, and the wording of that agreement excludes joint and several liability for obligations preceding the transfer, compatible with that article of the Directive?

Creator: European Court of Justice (ECJ)

Verdict at: 2017-02-06

Case number: C-60/17