

SUMMARY

Case C-212/17. Fixed-term work

For the purposes of the principle of equivalence between workers with fixed-term contracts and those with contracts of indefinite duration, must ending of the employment contract due to 'objective circumstances' under Article 49(1)(c) ET [Estatuto de los Trabajadores: Workers' Statute] and its ending on 'objective grounds' under Article 52 ET be regarded as 'comparable situations' and does, therefore, the difference between the compensation payable in either case constitute unequal treatment between workers with fixed-term contracts and those with contracts of indefinite duration, prohibited by Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP?

If so, must the social-policy objectives legitimising the creation of the 'contrato de relevo' model of contract also be deemed to justify, under clause 4.1 of the abovementioned framework agreement, the difference in treatment relating to the lower amount of compensation for termination of the employment relationship when the employer freely decides that such a 'contrato de relevo' should be for a fixed term?

Creator: European Court of Justice (ECJ)

Verdict at: 2017-04-24

Case number: C-212/17