

Such national legislation constitutes a restriction of the freedom of establishment within the meaning of Article 49 TFEU, but is suitable for attaining the objective of protecting the recipients of the services in question. It is for the referring court to determine whether, in the light of, *inter alia*, the method of calculating the minimum tariffs, particularly in the light of the number of categories of work for which the certificate is drawn up, that national legislation goes beyond what is necessary to attain that objective.

⁽¹⁾ OJ C 295, 29.9.2012.

Judgment of the Court (Third Chamber) of 12 December 2013 (request for a preliminary ruling from the Tribunale di Napoli — Italy) — Carmela Carratù v Poste Italiane SpA

(Case C-361/12) ⁽¹⁾

(Social policy — Directive 1999/70/EC — Framework agreement on fixed-term work — Principle of non-discrimination — Employment conditions — National legislation establishing a system of compensation for the unlawful insertion of a fixed-term clause into an employment contract which is different from that applicable to the unlawful termination of an employment contract of indefinite duration)

(2014/C 52/25)

Language of the case: Italian

Referring court

Tribunale di Napoli

Parties to the main proceedings

Applicant: Carmela Carratù

Defendant: Poste Italiane SpA

Re:

Request for a preliminary ruling — Tribunale di Napoli — Interpretation of Clause 4 of the framework agreement set out in Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP (OJ 1999 L 175, p 43) — Scope — Concept of ‘working conditions’ — Horizontal applicability of that directive — Concept of ‘State body’ — Interpretation of Article 47 of the Charter of Fundamental Rights and Article 6 ECHR — Principle of equivalence — National legislation establishing a system of compensation for the unlawful insertion of a fixed-term clause into an employment contract providing for comprehensive compensation ranging from 2.5 to 12 months’ actual full pay for the period from the interruption of the employment relations until the date of actual reinstatement — Compensation lower than either the compensation provided for under the ordinary civil

law in the event of unjustified refusal to accept work or the compensation provided for in the event of unlawful termination of an employment contract of indefinite duration.

Operative part of the judgment

1. Clause 4(1) of the Framework agreement on fixed-term work, 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, must be interpreted as meaning that it may be relied on directly against a State body such as Poste Italiane SpA.
2. Clause 4(1) of the framework agreement on fixed-term work must be interpreted as meaning that the concept of ‘employment conditions’ covers the compensation that the employer must pay to an employee on account of the unlawful insertion of a fixed-term clause into his employment contract.
3. While that framework agreement does not preclude Member States from granting fixed-term workers more favourable treatment than that provided for by the framework agreement, clause 4(1) of the framework agreement must be interpreted as not requiring the compensation paid in respect of the unlawful insertion of a fixed-term clause into an employment relationship to be treated in the same way as that paid in respect of the unlawful termination of a permanent employment relationship.

⁽¹⁾ OJ C 295, 29.9.2012.

Judgment of the Court (Third Chamber) of 12 December 2013 (request for a preliminary ruling from the Supreme Court of the United Kingdom) — Test Claimants in the Franked Investment Income Group Litigation v Commissioners of Inland Revenue, Commissioners for Her Majesty’s Revenue and Customs

(Case C-362/12) ⁽¹⁾

(Judicial protection — Principle of effectiveness — Principles of legal certainty and the protection of legitimate expectations — Restitution of sums paid but not due — Remedies — National legislation — Curtailment of the limitation period for the applicable remedies without notice and retroactively)

(2014/C 52/26)

Language of the case: English

Referring court

Supreme Court of the United Kingdom

Parties to the main proceedings

Applicant: Test Claimants in the Franked Investment Income Group Litigation

Defendants: Commissioners of Inland Revenue, Commissioners for Her Majesty’s Revenue and Customs