

Defendant: Ministero dell'Istruzione, dell'Università e della Ricerca

and to the objectives of that directive, in particular those mentioned in the second recital of the preamble thereto?

Questions referred

- Does the regulatory framework for the schools sector [which allows for successive fixed-term contracts to be concluded with the same teacher for an indefinite number of times and without any break in continuity, in order, *inter alia*, to address permanent staff-related requirements] constitute an equivalent measure within the meaning of Clause 5 of [the framework agreement set out in the annex to] Directive 1999/70/EC? ⁽¹⁾
- When is an employment relationship to be regarded as being for the public service of the 'State', for the purposes of Clause 5 of [the framework agreement set out in the annex to] Directive 1999/70/EC and, in particular, within the meaning of the expression 'specific sectors and/or categories of workers', and thus capable of justifying results that are different from those which ensue from employment relationships in the private sector?
- Having regard to the explanations contained in Article 3(1)(c) of Directive 2000/78/EC ⁽²⁾ and in Article 14(1)(c) of Directive 2006/54/EC, ⁽³⁾ does the notion of employment conditions contained in Clause 4 of [the framework agreement set out in the annex to] Directive 1999/70/EC also include the consequences of the unlawful interruption of an employment relationship? If the answer to the preceding question is in the affirmative, is the difference between the consequences normally provided for in national law for the unlawful interruption of fixed-term employment relationships and for the unlawful interruption of employment relationships of indefinite duration justifiable under Clause 4?
- By virtue of the principle of sincere cooperation, is a State precluded from presenting to the Court of Justice of the European Union in a request for a preliminary ruling a deliberately untrue description of a national legislative framework and are the national courts obliged, in the absence of any alternative interpretation of national law that also satisfies the obligations deriving from membership of the European Union to the same degree, to interpret, where possible, national law in accordance with the interpretation given by the State?
- Is a statement of the circumstances in which a fixed-term employment contract may be converted into a permanent contract one of the conditions applicable to the contract or employment relationship contemplated by Directive 91/533/EC, ⁽⁴⁾ in particular, by Article 2(1) and (2)(e) thereof?
- If the answer to the preceding question is in the affirmative, is a retroactive amendment to the legislative framework which does not guarantee that employees can claim the rights conferred on them by the directive, that is to say, that the conditions of employment specified in the document under which they were recruited will be observed, contrary to Article 8(1) of Directive 91/533/EC

⁽¹⁾ 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).

⁽²⁾ Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation (OJ 2000 L 303, p. 16).

⁽³⁾ Directive 2006/54/EC of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (recast) (OJ 2006 L 204, p. 23).

⁽⁴⁾ Council Directive 91/533/EEC of 14 October 1991 on an employer's obligation to inform employees of the conditions applicable to the contract or employment relationship (OJ 1991 L 288, p. 32).

Request for a preliminary ruling from the Corte Suprema di Cassazione (Italy) lodged on 24 January 2013 — ASS.I.CA. and Kraft Foods Italia SpA v Associazioni fra produttori per la tutela del 'Salame Felino' and Others

(Case C-35/13)

(2013/C 86/21)

Language of the case: Italian

Referring court

Corte Suprema di Cassazione

Parties to the main proceedings

Appellants: ASS.I.CA. — Associazione Industriali delle Carni, Kraft Foods Italia SpA

Respondents: Associazioni fra produttori per la tutela del 'Salame Felino' and Others

Questions referred

- Should Article 2 of Regulation (EEC) No 2081/92 ⁽¹⁾ be interpreted as precluding a producers' association from being able to claim the right exclusively to use, within the [European Union], a designation of geographical origin used within a Member State to designate a specific type of salami sausage, without having first obtained a legally binding measure from that Member State establishing the boundaries of the geographical area of production, the rules and regulations governing production, and any requirements which producers may have to satisfy in order to be entitled to use that designation?
- In the light of Regulation (EEC) No 2081/92, which set of rules should be applied within the [European Union] market and also within the market of a Member State to a geographical designation which has not obtained the registration referred to in that regulation?

⁽¹⁾ Council Regulation (EEC) No 2081/92 of 14 July 1992 on the protection of geographical indications and designations of origin for agricultural products and foodstuffs (OJ 1992 L 208, p. 1).