

**Request for a preliminary ruling from the Corte Suprema di Cassazione (Italy) lodged on 28 June 2013 — Maurizio Fiamingo v Rete Ferroviaria Italiana SpA**

(Case C-362/13)

(2013/C 260/52)

*Language of the case: Italian*

**Referring court**

Corte Suprema di Cassazione

**Parties to the main proceedings**

*Appellant:* Maurizio Fiamingo

*Respondent:* Rete Ferroviaria Italiana SpA

**Questions referred**

1. Are the clauses of the framework agreement on fixed-term work implemented by Directive 1999/70<sup>(1)</sup> applicable to maritime labour and, in particular, does clause 2(1) thereof also cover workers engaged for a fixed term on ferries making daily crossings?
2. Does the framework agreement implemented by Directive 1999/70, in particular clause 3(1), preclude national legislation (Article 332 of the Navigation Code) that provides that the 'duration' of the contract, rather than its 'term', is to be indicated, and is it compatible with that directive to provide for the duration of the contract by indicating a terminating point that is definite as regards the question whether it exists ('a maximum of 78 days') but indefinite as regards the question of when it occurs?
3. Does the framework agreement implemented by Directive 1999/70, in particular clause 3(1), preclude national legislation (Articles 325, 326 and 332 of the Navigation Code) in which the objective reasons for a fixed-term contract are expressed simply in terms of the voyage or voyages to be made, in essence equating the purpose of the contract (the service provided) with its cause (the reasons for fixing a term)?
4. Does the framework agreement implemented by the directive preclude national legislation (in the present case the rules of the Navigation Code) that, in the event of the use of successive contracts (in such a way as to be considered abusive for the purposes of clause 5) excludes the transformation of those contracts into contracts of indefinite duration (as provided by Article 326 of the Navigation Code only in situations in which the seaman works continuously for more than a year and in situations in which the period between the ending of one contract and the drawing up of the following contract is no more than 60 days)?

<sup>(1)</sup> 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).

**Request for a preliminary ruling from the Corte Suprema di Cassazione (Italy) lodged on 28 June 2013 — Leonardo Zappalà v Rete Ferroviaria Italiana SpA**

(Case C-363/13)

(2013/C 260/53)

*Language of the case: Italy*

**Referring court**

Corte Suprema di Cassazione

**Parties to the main proceedings**

*Appellant:* Leonardo Zappalà

*Respondent:* Rete Ferroviaria Italiana SpA

**Questions referred**

1. Are the clauses of the framework agreement on fixed-term work implemented by Directive 1999/70<sup>(1)</sup> applicable to maritime labour and, in particular, does clause 2(1) thereof also cover workers engaged for a fixed term on ferries making daily crossings?
2. Does the framework agreement implemented by Directive 1999/70, in particular clause 3(1), preclude national legislation (Article 332 of the Navigation Code) that provides that the 'duration' of the contract, rather than its 'term', is to be indicated, and is it compatible with that directive to provide for the duration of the contract by indicating a terminating point that is definite as regards the question whether it exists ('a maximum of 78 days') but indefinite as regards the question of when it occurs?
3. Does the framework agreement implemented by Directive 1999/70, in particular clause 3(1), preclude national legislation (Articles 325, 326 and 332 of the Navigation Code) in which the objective reasons for a fixed-term contract are expressed simply in terms of the voyage or voyages to be made, in essence equating the purpose of the contract (the service provided) with its cause (the reasons for fixing a term)?
4. Does the framework agreement implemented by the directive preclude national legislation (in the present case the rules of the Navigation Code) that, in the event of the use of successive contracts (in such a way as to be considered abusive for the purposes of clause 5) excludes the transformation of those contracts into contracts of indefinite duration (as provided by Article 326 of the Navigation Code only in situations in which the seaman works continuously for more than a year and in situations in which the period between the ending of one contract and the drawing up of the following contract is no more than 60 days)?

<sup>(1)</sup> 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).