

2. Dismisses the actions brought before the General Court in Cases T-289/13, T-291/13 and T-293/13;
3. Orders Ledra Advertising Ltd, Andreas Eleftheriou, Eleni Eleftheriou, Lilia Papachristofi, Christos Theophilou, Eleni Theophilou, the European Commission and the European Central Bank (ECB) each to bear their own costs incurred both at first instance and on appeal.

⁽¹⁾ OJ C 171, 26.5.2015.

Judgment of the Court (Third Chamber) of 22 September 2016 — European Parliament v Council of the European Union

(Joined Cases C-14/15 and C-116/15) ⁽¹⁾

(Actions for annulment — Police and judicial cooperation in criminal matters — Automated data exchange — Registration of vehicles — Dactyloscopic data — Legal framework applicable following the entry into force of the Treaty of Lisbon — Transitional provisions — Secondary legal basis — Distinction between legislative acts and implementing measures — Consultation of the European Parliament — Initiative of a Member State or of the European Commission — Voting rules)

(2016/C 419/13)

Language of the case: French

Parties

Applicant: European Parliament (represented by: F. Drexler, A. Caiola and M. Pencheva, acting as Agents)

Defendant: Council of the European Union (represented by: M.-M. Joséphidès, K. Michoel and K. Pleśniak, acting as Agents)

Interveners in support of the defendant: Federal Republic of Germany (represented by: T. Henze and A. Lippstreu, acting as Agents), and Kingdom of Sweden (represented by: A. Falk, C. Meyer-Seitz, U. Persson, N. Otte Widgren, E. Karlsson and L. Swedenborg, acting as Agents)

Operative part of the judgment

The Court:

1. Annuls Council Decision 2014/731/EU of 9 October 2014 on the launch of automated data exchange with regard to Vehicle Registration Data (VRD) in Malta, Council Decision 2014/743/EU of 21 October 2014 on the launch of automated data exchange with regard to vehicle registration data (VRD) in Cyprus, Council Decision 2014/744/EU of 21 October 2014 on the launch of automated data exchange with regard to Vehicle Registration Data (VRD) in Estonia, and Council Decision 2014/911/EU of 4 December 2014 on the launch of automated data exchange with regard to dactyloscopic data in Latvia;
2. Maintains the effects of Decisions 2014/731, 2014/743, 2014/744 and 2014/911 until the entry into force of new acts intended to replace them;

3. Orders the Council of the European Union to pay the costs;
4. Orders the Federal Republic of Germany and the Kingdom of Sweden to bear their own costs.

⁽¹⁾ OJ C 96, 23.3.2015.
OJ C 146, 4.5.2015.

Judgment of the Court (Tenth Chamber) of 14 September 2016 (request for a preliminary ruling from the Juzgado de lo Contencioso-Administrativo No 4 de Madrid — Spain) — María Elena Pérez López v Servicio Madrileño de Salud (Comunidad de Madrid)

(Case C-16/15) ⁽¹⁾

(Reference for a preliminary ruling — Social policy — Directive 1999/70/EC — Framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP — Clauses 3 to 5 — Successive fixed-term employment contracts within the public health service — Measures to prevent the abusive use of successive fixed-term employment relationships — Penalties — Reclassification of the employment relationship — Right to compensation)

(2016/C 419/14)

Language of the case: Spanish

Referring court

Juzgado de lo Contencioso-Administrativo No 4 de Madrid

Parties to the main proceedings

Applicant: María Elena Pérez López

Defendant: Servicio Madrileño de Salud (Comunidad de Madrid)

Operative part of the judgment

1. Clause 5(1)(a) of the framework agreement on fixed-term work, concluded on 18 March 1999, set out in the Annex 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 precluding the application of national legislation, such as that at issue in the main proceedings, by the authorities of the Member State concerned in such a way that:
 - the renewal of successive fixed-term employment contracts in the public health sector is deemed to be justified by ‘objective grounds’, within the meaning of that clause, on the ground that those contracts are founded on legal provisions allowing them to be renewed in order to ensure the provision of certain services of a temporary, auxiliary or extraordinary nature when, in fact, those needs are fixed and permanent;
 - there is no obligation on the competent authority to create additional permanent posts in order to bring an end to the employment of occasional regulated staff and it is permitted to fill the permanent posts created by hiring ‘temporary’ staff, so that the precarious situation of workers is perpetuated, where there is a structural deficit of regulated staff posts in that sector in the Member State concerned.
2. Clause 5 of the framework agreement on fixed-term work set out in the Annex to Directive 1999/70 must be interpreted as meaning that it does not preclude, in principle, national legislation which requires that the contractual relationship is to terminate on the date provided by the fixed-term contract and that all outstanding remuneration is to be paid, without prejudice to a possible reappointment, provided that that legislation does not compromise the objective and practical effect of that framework agreement, which is a matter to be determined by the referring court.