



## Reports of Cases

Case C-245/17

**Pedro Viejobueno Ibáñez and Emilia de la Vara González**  
v  
**Consejería de Educación de Castilla-La Mancha**

(Request for a preliminary ruling from the Tribunal Superior de Justicia de Castilla-La Mancha)

(Reference for a preliminary ruling — Directive 1999/70/EC — Framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP — Clause 4 — Principle of non-discrimination — National legislation which permits the termination of fixed-term employment contracts where the reason for recruitment ceases to apply — Teachers employed for the academic year — Termination of the employment relationship at the end of the teaching period — Organisation of working time — Directive 2003/88/EC)

Summary — Judgment of the Court (First Chamber), 21 November 2018

1. *Social policy — Framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP — Directive 1999/70 — Prohibition on discrimination against fixed-term workers — Teachers employed for the academic year as interim civil servants — Termination of the employment relationship at the end of the teaching period — National legislation which permits the termination of fixed-term employment contracts where the reason for recruitment ceases to apply — Lawfulness*

*(Council Directive 1999/70, Annex, Clauses 3, point 1, and 4, point 1)*

2. *Social policy — Protection of the safety and health of workers — Organisation of working time — Right to paid annual — Teachers employed for the academic year as interim civil servants — Termination of the employment relationship at the end of the teaching period — Deprivation of days of paid annual summer leave which correspond to that academic year — Payment of an allowance on that account — Lawfulness*

*(European Parliament and Council Directive 2003/88, Art. 7(2))*

1. Clause 4(1) of the Framework Agreement on fixed-term work, concluded on 18 March 1999, which is 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 not precluding national legislation which allows an employer to terminate, at the end of the teaching period, the employment relationship of fixed-term teachers recruited as interim civil servants for one academic year, on the ground that the conditions of necessity and urgency attached to their recruitment have ceased to apply on that date, whereas the employment relationship of indefinite duration of teachers who are established civil servants is maintained.

Indeed, the fact that, at end of the teaching period, the employment relationship of teachers who are established civil servants is not terminated, or that this relationship is not suspended, is inherent in the very nature of the employment relationship of such workers. They will occupy a permanent post precisely because they are hired in the context of an employment relationship of indefinite duration.

As regards fixed-term employment relationships, such as those of the persons concerned, they are, by contrast, as follows from Clause 3(1) of the Framework Agreement, characterised by the fact that the employer and the worker agree, at the point those relationships begin, that they will end upon the occurrence of objectively determined conditions, such as the completion of a specific task, the occurrence of a specific event or a specific date being reached (see, to that effect, judgments of 5 June 2018, *Grupo Norte Facility*, C-574/16, EU:C:2018:390, paragraph 57, and *Montero Mateos*, C-677/16, EU:C:2018:393, paragraph 60).

In those circumstances, since, as was pointed out, in essence, in paragraphs 33 and 36 of this judgment, the Framework Agreement recognises, in principle, that it is legitimate to have recourse to both employment relationships of indefinite duration and fixed-term employment relationships and does not specify the conditions under which use may be made of such relationships, a difference in treatment, such as that at issue in the main proceedings, which consists solely in the fact that a fixed-term employment relationship has come to an end at a given date, whereas an employment relationship of indefinite duration has not, cannot be penalised on the basis of that agreement.

(see paras 43, 44, 46, 54, operative part 1)

2. Article 7(2) of Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time must be interpreted as not precluding national legislation which allows termination, at the end of the teaching period, of the fixed-term employment relationship of teachers recruited for one academic year as interim civil servants, even if this deprives those teachers of days of paid annual leave which correspond to that academic year, provided that such teachers receive an allowance on that account.

(see para. 58, operative part 2)