

2. Where a practice is enacted and applied for the employment of local authority cleansing department workers that is contrary to the measures, to prevent the abuse that may arise from the use of successive fixed-term employment contracts, provided for under the measure harmonising national legislation with clause 5(1) of the framework agreement, would the obligation incumbent upon a national court to interpret national law in conformity with EU law extend to the application of a provision of national law, such as Article 8(3) of Law 2112/1920, as a pre-existing and still applicable equivalent legal measure, within the meaning of clause 5(1) of the framework agreement, that would allow the correct legal classification of successive fixed-term employment contracts used to cover the fixed and permanent needs of local authority cleansing departments as employment contracts of indefinite duration?
  
3. If the answer to the previous question is in the affirmative, would a provision of constitutional status such as that set out in Article 103(7) and (8) of the Greek Constitution, as revised in 2001, absolutely prohibiting the public sector from converting fixed-term employment contracts, concluded when the above provision was applicable, to contracts of indefinite duration, constitute an excessive restriction upon the obligation to interpret national law in conformity with EU law, by making it impossible to apply a pre-existing equivalent and still applicable legal measure of national law within the meaning of clause 5(1) of the framework agreement, such as Article 8(3) of Law 2112/1920, and by preventing the possibility of successive fixed-term employment contracts used to cover the fixed and permanent needs of local authority cleaning departments from being re-classified as contracts of indefinite duration following a correct classification of the lawful relationship during court proceedings, even if they cover fixed and permanent needs?

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**Request for a preliminary ruling from the Amtsgericht Kamenz (Germany) lodged on 24 December 2018 — MC v ND**

(Case C-827/18)

(2019/C 103/12)

*Language of the case: German*

**Referring court**

Amtsgericht Kamenz

**Parties to the main proceedings**

*Applicant:* MC

*Defendant:* ND

**Question referred**

Is the disputed principal claim for EUR 535, based on a notarial purchase contract of 10 February 2016 for the purchase of a residential apartment located in Großröhrsdorf, falling under the jurisdiction of the Local Court, Kamenz, which, derived specifically from the transfer of possession and enjoyment to the applicant on 1 April 2016, in accordance with Paragraph 6 of the notarial contract, was still effected by means of the defendant's tenant's rental payment on 1 April 2016 in respect of the residential apartment [...] to be regarded as proceedings within the meaning of Article 22 of the Lugano Convention,<sup>(1)</sup> which have as their object the payment in respect of a right *in rem* in immovable property or tenancies of immovable property, or is the international jurisdiction of a German court to be derived from another provision of the Lugano Convention, or [is] the international jurisdiction of the Swiss court which has jurisdiction in respect of the defendant's domicile justified (Article 2(1) in conjunction with Article 5 No 1 of the Lugano Convention)?

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<sup>(1)</sup> Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters of 30 October 2007 ('Lugano II Convention') (OJ 2009 L 147, p. 5).