

## EFTA-COURT

### Request for an advisory opinion by Gulating lagmannsrett by decision of that court of 27 November 1995 in the case of Eilert Eidesund v. Stavanger Catering A/S

(Case E-2/95)

(96/C 149/08)

A request has been made to the EFTA Court by decision of 27 November 1995 of Gulating lagmannsrett (Gulating High Court), which was received at the Court Registry on 4 December 1995, for an advisory opinion in the case of Eilert Eidesund v. Stavanger Catering A/S, on the following questions:

1. Does the termination of a catering contract with one company and the signing of a new catering contract with another company fall under Council Directive 77/187/EEC, when no condition is made in the contract that equipment and/or employees are also to be taken over?
2. Will it make any difference to the answer to question No 1 if the new catering company takes over the employees and the stocks?
3. Will it make any difference to the answer to question No 1 if the contract falls under Council Directives 77/62/EEC, 80/767/EEC and 88/295/EEC on the award of public supplies contracts?
4. Do rights under Article 3 (1) and (2) also include the right to uphold insurance schemes, including pension schemes, with the new employer that the employee had with the employer who lost the contract?
5. Will the answer to question No 1 be different in cases where:
  - (a) employees of the original catering company apply for a post in the normal way and after competing are employed in the new catering company,
  - and
  - (b) there is an agreement between the new catering company and the old catering company, or between the principal and the new catering company, to the effect that the employees are also to be taken over?

### Request for an advisory opinion by Stavanger byrett by decision of that court of 5 October 1995 in the case of Torgeir Langeland v. Norske Fabricom A/S

(Case E-3/95)

(96/C 149/09)

A request has been made to the EFTA Court by decision of 5 October 1995 of Stavanger byrett (Stavanger City Court), which was received at the Court Registry on 4 December 1995, for an advisory opinion in the case of Torgeir Langeland v. Norske Fabricom A/S, on the following questions:

1. Does the exception clause contained in Article 3 (3) of Council Directive 77/187/EEC cover the rights of an employee to coverage of insurance premiums for non-statutory pension schemes or does the exception only apply to the right to pension insurance payments from such schemes?
2. Is Article 3 (1) of Council Directive 77/187/EEC mandatory in the sense that an employee may not legally accept a disadvantageous amendment to his employment contract when the reason for the amendment is to be found in a transfer of an enterprise?