

## ECJ 13 January 2022, case C-282/19 (MIUR en Ufficio Scolastico Regionale per la Campania), Religious Discrimination, Fixed-Term Work

Various employees – v – Ministero dell'Istruzione, dell'Università e della Ricerca – MIUR, Ufficio Scolastico Regionale per la Campania, Italian case

### Summary

The requirement to hold a suitability certificate issued by a Church authority does not justify using fixed-term contracts. The ECJ's summary of the case is available on: <https://curia.europa.eu/jcms/upload/docs/application/pdf/2022-01/cp220001en.pdf>.

### Questions

Must the prohibition of discrimination on grounds of religion within the meaning of Directive 2000/78 and Article 21 of the Charter as well as Clause 5 of the framework agreement, be interpreted as precluding national legislation excluding Catholic religious education teachers in public education establishments from the scope of the rules intended to penalise abuse arising from the use of successive fixed-term contracts, and, second, whether that clause must be interpreted as meaning that the requirement to hold a suitability certificate issued by an ecclesiastical authority for the purposes of allowing those teachers to provide Catholic religious education constitutes an 'objective reason' within the meaning of Clause 5(1)(a) of that agreement?

### Ruling

Clause 5 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, first, as precluding national legislation excluding Catholic religious education teachers in public education establishments from the scope of the rules intended to penalise abuse arising from the use of successive fixed-term contracts where there is no other effective measure in the domestic legal system penalising that abuse and, second, as meaning that the requirement to hold a suitability certificate issued by an ecclesiastical authority for the purposes of allowing those teachers to provide Catholic religious education does not constitute an 'objective reason' within the meaning of Clause 5(1)(a) of the framework agreement, because that certificate is issued once and not before each school year leading to the conclusion of a fixed-term employment contract.

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## ECJ 13 January 2022, case C-514/20 (Koch Personaldienstleistungen), Paid Leave

DS – v – Koch Personaldienstleistungen GmbH, German case

### Summary

Periods of annual leave must be taken into account when calculating whether an employee reached the threshold to be entitled to overtime payments.

### Question

Must Article 31(2) of the Charter and Article 7 of Directive 2003/88 be interpreted as precluding a provision in a collective labour agreement under which, in order to determine whether the threshold of hours