

Judgment of the Court (Grand Chamber) of 4 July 2006 (reference for a preliminary ruling from the Monomeles Protodikio Thessalonikis - Greece) - Konstantinos Adeneler, Pandora Kosa-Valdirka, Nikolaos Markou, Agapi Pantelidou, Christina Topalidou, Apostolos Alexopoulos, Konstantinos Vasiniotis, Vasiliki Karagianni, Apostolos Tsitsionis, Aristidis Andreou, Evangelia Vasila, Kalliopi Peristeri, Spiridon Sklivanitis, Dimosthenis Tselefis, Theopisti Patsidou, Dimitrios Vogiatzis, Rousas Voskakis, Vasilios Giatakis v Ellinikos Organismos Galaktos (ELOG)

(Case C-212/04) ¹

(Directive 1999/70/EC - Clauses 1(b) and 5 of the framework agreement on fixed-term work - Successive fixed-term employment contracts in the public sector - Concepts of 'successive contracts' and 'objective reasons' justifying the renewal of such contracts - Measures intended to prevent abuse - Sanctions - Scope of the obligation to interpret national law in conformity with Community law)

Language of the case: Greek

Referring court

Monomeles Protodikio Thessalonikis

Parties to the main proceedings

Claimants: Konstantinos Adeneler, Pandora Kosa-Valdirka, Nikolaos Markou, Agapi Pantelidou, Christina Topalidou, Apostolos Alexopoulos, Konstantinos Vasiniotis, Vasiliki Karagianni, Apostolos Tsitsionis, Aristidis Andreou, Evangelia Vasila, Kalliopi Peristeri, Spiridon Sklivanitis, Dimosthenis Tselefis, Theopisti Patsidou, Dimitrios Vogiatzis, Rousas Voskakis, Vasilios Giatakis

Defendant: Ellinikos Organismos Galaktos (ELOG)

Re:

Reference for a preliminary ruling - Monomeles Protodikio Thessalonikis - Interpretation of clause 5(1) and (2) of 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 (OJ 1999 L 175, p. 43) - Employment contracts concluded with the public authorities - 'Objective reasons' justifying unlimited renewal of successive fixed-term contracts - 'Successive contracts'

Operative part of the judgment

Clause 5(1)(a) 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, is to be interpreted as precluding the use of successive fixed-term employment contracts where the justification advanced for their use is solely that it is provided for by a general provision of statute or secondary legislation of a Member State. On the contrary, the concept of 'objective reasons' within the meaning of that clause requires recourse to this particular type of employment relationship, as provided for by national legislation, to be justified by the presence of specific factors relating in particular to the activity in question and the conditions under which it is carried out.

Clause 5 of the framework agreement on fixed-term work is to be interpreted as precluding a national rule, such as that at issue in the main proceedings, under which only fixed-term employment contracts or relationships that are not separated from one another by a period of time longer than 20 working days are to be regarded as 'successive' within the meaning of that clause.

In circumstances such as those of the main proceedings, the framework agreement on fixed-term work is to be interpreted as meaning that, in so far as domestic law of the Member State

concerned does not include, in the sector under consideration, any other effective measure to prevent and, where relevant, punish the misuse of successive fixed-term contracts, that framework agreement precludes the application of national legislation which, in the public sector alone, prohibits absolutely the conversion into an employment contract of indefinite duration of a succession of fixed-term contracts that, in fact, have been intended to cover 'fixed and permanent needs' of the employer and must therefore be regarded as constituting an abuse.

Where a directive is transposed belatedly into a Member State's domestic law and the relevant provisions of the directive do not have direct effect, the national courts are bound to interpret domestic law so far as possible, once the period for transposition has expired, in the light of the wording and the purpose of the directive concerned with a view to achieving the results sought by the directive, favouring the interpretation of the national rules which is the most consistent with that purpose in order thereby to achieve an outcome compatible with the provisions of the directive.

¹ - OJ C 179, 10.07.2004.