

Request for a preliminary ruling from the Tribunale di Napoli (Italy) lodged on 3 April 2019 — YT and Others v Ministero dell’Istruzione, dell’Università e della Ricerca, Ufficio Scolastico Regionale per la Campania

(Case C-282/19)

Language of the case: Italian

Referring court

Tribunale di Napoli

Parties to the main proceedings

Applicants: YT and Others

Defendants: Ministero dell’Istruzione, dell’Università e della Ricerca, Ufficio Scolastico Regionale per la Campania

Questions referred

Does the different treatment accorded only to Catholic religious education teachers, such as the applicants, constitute discrimination on grounds of religion, within the meaning of Article 21 of the Charter of Fundamental Rights of the European Union and Directive 2000/78/EC, [1](#) or does the fact that the certificate attesting to their suitability issued to these workers can be revoked constitute an adequate reason why only Catholic religious education teachers, such as the applicants, are treated differently from other teachers and are not covered by any measure precluding such treatment, as required under Clause 5 of the framework agreement on fixed-term work concluded on 18 March 1999 and 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?; [2](#)

If direct discrimination is taken to have occurred, within the meaning of Article 2(2)(a) of Directive 2000/78/EC, on grounds of religion (Article 1), and the Charter of Fundamental Rights of the European Union, the Court is requested to consider what instruments are available to the referring court to eliminate the effects of such discrimination, bearing in mind that all teachers other than Catholic religious education teachers are now covered by the special recruitment plan laid down in Law No 107/15, being granted tenure and consequently given employment contracts of indefinite duration. Should this court therefore impose an employment relationship of indefinite duration with the defendant public authorities?;

Must Clause 5 of the framework agreement laid down in Directive 1999/70/EC be interpreted as precluding a national legal provision, such as the provision at issue, under which the rules of ordinary law governing employment relationships and intended to penalise the misuse of successive fixed-term employment contracts by the automatic conversion of a fixed-term contract into a contract of indefinite duration where the employment relationship continues for more than a certain period of time, do not apply to the schools sector — specifically to Catholic religious education teachers — and therefore permit successive fixed-term employment contracts for an indefinite period of time? In particular, can the requirement to obtain the approval of the diocesan ordinary constitute an objective reason within the meaning of Clause 5(1)(a) of the framework agreement, or, instead, should such treatment be regarded as discrimination prohibited under Article 21 of the Charter of Fundamental Rights of the European Union?;

If the answer to question 3 is in the affirmative, do Article 21 of the Charter of Fundamental Rights of the European Union, Clause 4 of the framework agreement laid down in Directive 1999/70/EC and/or Article 1 of Directive 2000/78/EC permit the disapplication of provisions that preclude the automatic conversion of a fixed-term employment contract into an employment contract of indefinite duration where the employment relationship continues for more than a certain period of time?

¹ Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation (OJ 2000 L 303, p. 16).

² OJ 1999 L 175, p. 43.