



PRESS RELEASE No 29/24

Luxembourg, 20 February 2024

Judgment of the Court in Case C-715/20 | X (Lack of reasons for termination)

A fixed-term worker must be informed of the reasons for the termination of his or her employment contract with a notice period where the provision of such information is required for a permanent worker

National legislation which provides that those reasons must be provided solely to permanent workers undermines the fundamental right of a fixed-term worker to an effective remedy

EU law precludes national legislation which allows an employer not to state the reasons for the termination of a fixed-term employment contract with a notice period although it is required to do so when it terminates an employment contract of indefinite duration. In such a situation, a worker employed for a fixed term is deprived of important information for assessing whether his or her dismissal is unjustified and, where appropriate, whether to bring legal proceedings. Since that difference in treatment infringes the fundamental right to an effective remedy, the national court hearing a dispute between individuals is required to disapply, in so far as necessary, national legislation where it is not possible for that court to interpret it in a way which is consistent with EU law.

A Polish court is seised of a dispute between a worker employed under a fixed-term contract and his former employer. In accordance with national legislation, that employer terminated the contract with a notice period without stating the reasons for its decision. Raising the unlawful nature of his dismissal, the worker is of the opinion that the absence of such information infringes the principle of non-discrimination enshrined in EU law and in Polish law. He claims that an obligation to state reasons does exist in Polish law so far as concerns the termination of employment contracts of indefinite duration.

The Polish court asks the Court of Justice whether that difference in requirements concerning termination, according to the type of employment contract concerned, is consistent with the framework agreement on fixed-term work ¹. It also wishes to know whether that framework agreement may be relied on in a dispute between individuals.

In its judgment, the Court recalls that **the framework agreement is intended to improve the quality of fixed-term work by ensuring the application of the principle of non-discrimination.**

Where a fixed-term worker does not receive information concerning the reasons for termination of his or her contract, he or she is deprived of important information in order to assess whether his or her dismissal is unjustified. Therefore, he or she is not provided, beforehand, with information which may be decisive for the purposes of deciding whether or not to bring legal proceedings. **Thus, the Polish legislation in question establishes a difference in treatment to the detriment workers employed on fixed-term contracts.** Nevertheless, it will be for the national court to determine whether the fixed-term worker is, in the present case, in a situation comparable to that of a worker employed for an indefinite period by the same employer.

Furthermore, the Court considers **that the mere temporary nature of an employment relationship does not justify the less favourable treatment of fixed-term workers.** The flexibility inherent in that form of employment

contract is not affected by the provision of the reasons for dismissal.

Although the national court is under an obligation to ensure the full effect of EU law, it is not, in the present case, required to disapply the national provision solely because it is contrary to the framework agreement. As an annex to a directive, that agreement cannot be relied on in a dispute between individuals. However, **the difference in treatment in question also undermines the right to an effective remedy**, as guaranteed by the Charter of Fundamental Rights of the European Union. Accordingly, the national court is required to disapply, so far as necessary, the national legislation at issue in order to ensure the full effect of that right where it is not possible for that court to interpret the applicable national law in a manner which is consistent with it.

NOTE: A reference for a preliminary ruling allows the courts and tribunals of the Member States, in disputes which have been brought before them, to refer questions to the Court of Justice about the interpretation of EU law or the validity of an EU act. The Court of Justice does not decide the dispute itself. It is for the national court or tribunal to dispose of the case in accordance with the Court's decision, which is similarly binding on other national courts or tribunals before which a similar issue is raised.

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The [full text and, as the case may be, an abstract](#) of the judgment is published on the CURIA website on the day of delivery.

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¹ [Directive 1999/70/EC](#) of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP.