



---

## PRESS RELEASE No 71/26

Luxembourg, 13 May 2026

---

Judgment of the Court in Case C-155/25 | Commission v Italy (Absence of measures to prevent misuse of FTCs)

### **The Italian system for recruiting administrative, technical and auxiliary staff in public education establishments infringes EU law**

In Italy, the administrative, technical and auxiliary staff of public educational establishments ('ATA staff') are recruited under fixed-term contracts to temporarily fill vacant posts, whereas those staff can only be made permanent in those same positions through competitive examinations which are not organised according to a specific timetable, and which are reserved for employees within that category who have at least two years' experience under that type of contract.

The European Commission considers that this system is incompatible with EU law on fixed-term contracts, which provides for limitations on their use and favours permanent recruitment procedures. <sup>1</sup>

That is why the Commission brought an action for failure to fulfil obligations against Italy before the Court of Justice.

#### **The Court upheld the Commission's action.**

Firstly, it notes that **the Italian regulatory framework does not set any maximum duration or maximum number of temporary contracts** for ATA staff.

Secondly, as regards the competitive examinations organised to grant permanent status to ATA staff, the Court considers, in particular, that the requirement that participation in those examinations presupposes having completed at least two years' service under a fixed-term contract **encourages the use of such contracts during that minimum period of two years even though, in reality, they meet permanent and long-term staffing needs.**

**Furthermore, Italy cannot rely on a need for flexibility**, since the Italian legislation does not set out specific and concrete circumstances justifying the use of successive fixed-term employment contracts for ATA staff and ensuring that such contracts actually meet such a need for flexibility.

Finally, **the organisation, in the recent past, of competitive examinations** leading to the permanent appointment of ATA staff **is also not capable of preventing abuse** arising from the use of successive fixed-term contracts, **owing to its ad hoc and unforeseeable nature.**

**NOTE:** An action for failure to fulfil obligations directed against a Member State which has failed to comply with its obligations under EU law may be brought by the Commission or by another Member State. If the Court of Justice finds that there has been a failure to fulfil obligations, the Member State concerned must comply with the Court's judgment without delay. Where the Commission considers that the Member State has not complied with the judgment, it may bring a further action seeking financial penalties. However, if measures transposing a directive have not been notified to the Commission, the Court of Justice can, on a proposal from the Commission, impose penalties at the stage of the initial

judgment.

Unofficial document for media use, not binding on the Court of Justice.

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.

Press contact: Jacques René Zammit ☎ (+352) 4303 3355.

Pictures of the delivery of the judgment are available from "[Europe by Satellite](#)" ☎ (+32) 2 2964106.

Stay Connected!



<sup>1</sup> Clause 5 of the Framework Agreement on fixed-term work, set out in 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.