ECLI:EU:C:2016:683

JUDGMENT OF THE COURT (Tenth Chamber)

14 September 2016 (*)

(Reference for a preliminary ruling — Social policy — Directive 1999/70/EC — Framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP — Clause 4 — Principle of non-discrimination — Concept of 'employment conditions' — Compensation for termination of a contract of employment — Compensation not provided for by the national legislation for temporary employment contracts — Difference of treatment as compared with permanent workers)

In Case C-596/14,

REQUEST for a preliminary ruling under Article 267 TFEU from the Tribunal Superior de Justicia de Madrid (Madrid High Court of Justice, Spain), made by decision of 9 December 2014, received at the Court on 22 December 2014, in the proceedings

Ana de Diego Porras

v

Ministerio de Defensa

THE COURT (Tenth Chamber),

composed of F. Biltgen (Rapporteur), President of the Chamber, A. Borg Barthet and M. Berger, Judges,

Advocate General: M. Bobek,

Registrar: A. Calot Escobar,

having regard to the written procedure,

after considering the observations submitted on behalf of:

– Ms de Diego Porras, by J. Rello Ochayta, abogado,

– the Spanish Government, by L. Banciella Rodríguez-Miñón, acting as Agent,

– the European Commission, by S. Pardo Quintillán and M. van Beek, acting as Agents,

having decided, after hearing the Advocate General, to proceed to judgment without an Opinion,

gives the following

Judgment

1 This request for a preliminary ruling relates to the interpretation of clause 4 of the framework agreement on fixed-term work, concluded on 18 March 1999 ('the framework agreement'), 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 (OJ 1999 L 175, p. 43).

2 The request has been made in proceedings between Ana de Diego Porras and the Ministerio de Defensa (Ministry of Defence, Spain) concerning the classification of the contractual relationship binding the parties and the payment of compensation following termination of that relationship.

Legal context

EU law

3 According to recital 14 of Directive 1999/70, 'the signatory parties wished to conclude a framework agreement on fixed-term work setting out the general principles and minimum requirements for fixed-term employment contracts and employment relationships; they have demonstrated their desire to improve the quality of fixed-term work by ensuring the application of the principle of non-discrimination, and to establish a framework to prevent abuse arising from the use of successive fixed-term employment contracts or relationships'.

4 Article 1 of Directive 1999/70 states that the purpose of the directive is 'to put into effect the framework agreement ... concluded … between the general cross-industry organisations (ETUC, UNICE and CEEP) annexed hereto'.

5 The third paragraph of the preamble to the framework agreement states that '[the] agreement sets out the general principles and minimum requirements relating to fixed-term work, recognising that their detailed application needs to take account of the realities of specific national, sectoral and seasonal situations. It illustrates the willingness of the Social Partners to establish a general framework for ensuring equal treatment for

fixed-term workers by protecting them against discrimination and for using fixed-term employment contracts on a basis acceptable to employers and workers'.

6 According to clause 1 of the framework agreement, the purpose of that agreement is, first, to improve the quality of fixed-term work by ensuring the application of the principle of non-discrimination and, secondly, to establish a framework to prevent abuse arising from the use of successive fixed-term employment contracts or relationships.

7 Clause 3 of the framework agreement, entitled 'Definitions', provides:

'1. For the purpose of this agreement the term "fixed-term worker" means a person having an employment contract or relationship entered into directly between an employer and a worker where the end of the employment contract or relationship is determined by objective conditions such as reaching a specific date, completing a specific task, or the occurrence of a specific event.

2. For the purpose of this agreement, the term "comparable permanent worker" means a worker with an employment contract or relationship of indefinite duration, in the same establishment, engaged in the same or similar work/occupation, due regard being given to qualifications/skills.'

8 Clause 4 of the Framework Agreement, entitled 'Principle of non-discrimination', provides in paragraph 1:

'In respect of employment conditions, fixed-term workers shall not be treated in a less favourable manner than comparable permanent workers solely because they have a fixed-term contract or relation unless different treatment is justified on objective grounds.'

Spanish law

9 Under Article 15(1) of the Texto Refundido de la Ley del Estatuto de los Trabajadores, aprobado por el Real Decreto Legislativo 1/1995 (consolidated text of the Workers' Statute, adopted by Royal Legislative Decree 1/1995) of 24 March 1995 (BOE No 75 of 29 March 1995, p. 9654), in the version applicable at the material time ('the Workers' Statute'), the employment contract may be concluded for an indefinite period or for a fixed period. A fixed-term contract may be concluded in the following cases:

'(a) when the worker is employed in order to complete a task which is specific, autonomous and separable from the undertaking's activities as a whole, the performance of which, while being limited in time, is in principle for an indefinite period. …

(b) when market circumstances, an accumulation of work or an excess of orders so requires, even in the course of the normal activity of the company. …

(c) in case of replacement workers who have a reserved right to their post, provided that the employment contract specifies the name of the replaced worker and the reason for the replacement.'

10 Under Article 15(3) of the Workers' Statute 'fixed-term contracts concluded in breach of the law are deemed to be concluded for an indefinite period.'

11 Real Decreto 2720/1998 por el que se desarrolla el artículo 15 del Estatuto de los Trabajadores en materia de contratos de duración determinada (Royal Decree 2720/1998, implementing Article 15 of the Workers' Statute on fixed-term contracts), of 18 December 1998 (BOE No 7 of 8 January 1999, p. 568), defines, in Article 4(1), the *interinidad* ('temporary replacement') contract as a contract concluded to replace a worker of the undertaking who has a reserved right to his post under legislation or under a collective or individual agreement. Under Article 4(2) of that Royal Decree, the contract must identify the replaced worker and the reason for the replacement. The duration of the 'temporary replacement' employment contract is that of the length of absence of the replaced worker who has a reserved right to his post.

12 It is apparent from Article 15(5) of the Workers' Statute that workers who have been employed, with or without interruption, for longer than 24 months over a period of 30 months, are to acquire the status of permanent workers. Those provisions do not apply, however, to the use of training contracts, partial retirement replacement contracts, temporary replacement contracts or temporary employment contracts in public vocational training programmes.

13 Article 49(1)(c) of the Workers' Statute provides that, when the employment contract is terminated, except in cases of temporary replacement contracts and training contracts, the worker is entitled to receive compensation in an amount equivalent to the proportionate part of the amount corresponding to the receipt of twelve days of salary per year of service.

14 Under Article 53(1)(b) of the Workers' Statute, the termination of an employment contract on objective grounds shall result in 'the payment to the worker, at the same time as it gives written notification of termination, of compensation equivalent to twenty days per year of service, periods of less than one year being calculated pro rata on a monthly basis, up to a maximum of twelve monthly payments'.

The facts of the dispute in the main proceedings and the questions referred for a preliminary ruling

15 Ms Diego Porras was employed, since February 2003, under several temporary replacement contracts, as a secretary in various sub-directorates of the Ministry of Defence. The last temporary replacement contract, concluded on 17 August 2005, was to replace Ms Mayoral Fernández, who was on full-time exemption from her professional duties in order to carry out a trade union mandate.

16 In accordance with Real Decreto-ley 20/2012 de medidas para garantizar la estabilidad presupuestaria y de fomento de la competitividad (Royal Decree-Law 20/2012 on measures to ensure budgetary stability and to encourage competitiveness) of 13 July 2012 (BOE No 168 of 14 July 2012, p. 50428), Ms Mayoral Fernandez's exemption from normal duties was revoked.

17 By letter of 13 September 2012, Ms Diego Porras was summoned to sign the termination of her employment contract with effect from 30 September 2012 to allow the reinstatement of Ms Mayoral Fernandez to her post with effect from 1 October 2012.

18 On 19 November 2012, Ms Diego Porras brought proceedings before the Juzgado de lo Social No 1 de Madrid (Labour Court No 1, Madrid, Spain) to challenge both the legality of her employment contract and the conditions under which it was terminated.

19 As her action was dismissed in a judgment of 10 September 2013, the applicant lodged an appeal before the Tribunal Superior de Justicia de Madrid (High Court of Justice, Madrid, Spain), before which she submitted that the temporary replacement contracts, under which she was employed, were concluded in breach of the law and that they should be reclassified as 'contracts of employment of indefinite duration'. Therefore, the termination of such a contract would entail payment of compensation.

20 The Tribunal Superior de Justicia de Madrid (High Court of Justice of Madrid) notes, first, that the employment of Ms. Porras Diego under a temporary replacement employment contract satisfies the requirements under the national provisions in force and, secondly, that the termination of that employment contract is based on an objective ground.

21 The referring court raises a question however, concerning Ms de Diego Porras' right to claim payment of compensation for the termination of her employment contract. In Spanish law there is, it is claimed, a difference of treatment in the employment conditions of permanent workers as compared to fixed-term workers, in so far as the compensation paid in the event of legal termination of the employment contract is 20 days' salary for each year of service for the former, but only 12 days' salary for each year of service for the latter. That inequality is even more marked as regards workers employed under a temporary replacement contract, in respect of whom national legislation does not provide for any compensation where that contract is terminated legally.

22 Considering that there appears to be no objective ground to justify such a difference in treatment, the referring court is unsure as to the compatibility of the national provisions at issue with the principle of non-discrimination between fixed-term workers and permanent workers set out in clause 4 of the framework agreement, as interpreted by the case-law of the Court.

23 It is in those circumstances that the Tribunal Superior de Justicia de Madrid (High Court of Justice of Madrid) decided to stay proceedings and to refer to the Court the following questions for a preliminary ruling:

‘1. Is the compensation due on termination of a temporary employment contract covered by the employment conditions to which clause 4(1) of the [framework agreement] refers?

2. If such compensation is covered by those employment conditions, must workers with an employment contract or relationship entered into directly between an employer and a worker, where the end of the employment contract or relationship is determined by objective conditions, such as reaching a specific date, completing a specific task or service, or the occurrence of a specific event, receive, on termination of the contract, the same compensation as that to which a comparable permanent worker is entitled when his contract is terminated on objective grounds?

3. If a temporary worker is entitled to receive the same compensation as a permanent worker on termination of the contract on objective grounds, must Article 49(1)(c) of the Workers’ Statute be regarded as having correctly transposed Directive 1999/70 … or is it discriminatory and contrary to that directive, in that it undermines its purpose and its effectiveness?

4. If there are no objective grounds for excluding temporary replacement workers from the entitlement to receive compensation on termination of a temporary contract, is the distinction which the Workers’ Statute establishes between the employment conditions of those workers discriminatory, compared not only with the conditions of permanent workers but also with those of other temporary workers?’

Consideration of the questions referred

The first question

24 By its first question, the referring court asks, in essence, whether clause 4(1) of the framework agreement must be interpreted as meaning that the concept of ‘employment conditions’ covers the compensation that the employer must pay to a worker on account of the termination of a fixed-term contract.

25 It should be recalled at the outset that, according to clause 1(a) of the framework agreement, one of its objectives is to improve the quality of fixed-term work by ensuring the application of the principle of non-discrimination. Furthermore, the third paragraph of the preamble to the framework agreement states that that framework agreement ‘illustrates the willingness of the Social Partners to establish a general framework for ensuring equal treatment for fixed-term workers by protecting them against discrimination’. Recital 14 in the preamble to Directive 1999/70 states, to this end, that the aim of the framework agreement is, in particular, to improve the quality of fixed-term work by setting out minimum requirements in order to ensure the application of the

principle of non-discrimination (judgments of 22 December 2010, *Gavieiro Gavieiro and Iglesias Torres*, C-444/09 and C-456/09, EU:C:2010:819, paragraph 47; of 12 December 2013, *Carratù*, C-361/12, EU:C:2013:830, paragraph 40, and of 13 March 2014, *Nierodzik* C-38/13, EU:C:2014:152, paragraph 22).

26 The framework agreement, in particular clause 4 thereof, aims to apply the principle of non-discrimination to fixed-term workers in order to prevent an employer using such an employment relationship to deny those workers rights which are recognised for permanent workers (judgments of 13 September 2007, *Del Cerro Alonso*, C-307/05, EU:C:2007:509, paragraph 37; of 22 December 2010, *Gavieiro Gavieiro and Iglesias Torres*, C-444/09 and C-456/09, EU:C:2010:819, paragraph 48 and of 13 March 2014, *Nierodzik* C-38/13, EU:C:2014:152, paragraph 23).

27 Having regard to the objectives pursued by the framework agreement, clause 4 of that agreement must be understood as expressing a principle of EU social law which cannot be interpreted restrictively (judgments of 13 September 2007, *Del Cerro Alonso*, C-307/05, EU:C:2007:509, paragraph 38; of 22 December 2010, *Gavieiro Gavieiro and Iglesias Torres*, C-444/09 and C-456/09, EU:C:2010:819, paragraph 49, and of 13 March 2014, *Nierodzik*, C-38/13, EU:C:2014:152, paragraph 24).

28 With regard to the concept of 'employment conditions' within the meaning of clause 4(1) of the framework agreement, the Court has already judged that the decisive criterion for determining whether a measure falls within the scope of that concept is, precisely, the criterion of employment, that is to say the employment relationship between a worker and his employer (judgments of 12 December 2013, *Carratù*, C-361/12, EU:C:2013:830, paragraph 35, and of 13 March 2014 in *Nierodzik*, C-38/13, EU:C:2014:152, paragraph 25).

29 According to the case-law of the Court, the concept of 'employment conditions', within the meaning of the clause 4(1) of the framework agreement, thus covers the three-yearly length-of-service increments which represent one of the constituent parts of the pay which should be granted to fixed-term workers in the same way as it is to permanent workers (see, to that effect, judgments of 13 September 2007, in *Del Cerro Alonso*, C-307/05, EU:C:2007:509, paragraph 47, and of 22 December 2010, *Gavieiro Gavieiro and Iglesias Torres*, C-444/09 and C-456/09, EU:C:2010:819, paragraphs 50 to 58).

30 Furthermore, the Court held that that concept also covers the rules for determining the notice period applicable in the event of termination of fixed-term employment contracts. In that regard, it stated that an interpretation of clause 4(1) of the framework agreement which excludes from the definition of 'employment conditions', within the meaning of the clause 4(1) of the framework agreement, conditions relating to termination of a fixed-term employment contract would limit the scope of the protection granted to fixed-term workers against discrimination, in disregard of the objective assigned to that provision (see, to that effect, judgment of 13 March 2014, *Nierodzik*, C-38/13, EU:C:2014:152, paragraphs 27 and 29).

31 Those considerations are fully transferable to compensation such as that at issue in the main proceedings. Given that the compensation at issue is paid to the worker on account of the termination of his contract of employment with his employer and that such compensation met the criterion set out in paragraph 28 of the present judgment, it is therefore covered by the term ‘employment conditions’.

32 Therefore, the answer to the first question is that clause 4(1) of the framework agreement must be interpreted as meaning that the concept of ‘employment conditions’ covers the compensation that the employer must pay to an employee on account of the termination of his fixed-term employment contract.

Questions 2 to 4

33 By questions 2 to 4, which it is appropriate to examine together, the referring court asks essentially, whether clause 4 of the framework agreement must be interpreted as precluding national legislation, such as that at issue in the main proceedings, which fails to provide any compensation for termination of a contract of employment to a worker employed under a temporary replacement contract while allowing such compensation to be granted to comparable permanent workers.

34 With regard to clause 4 of the framework agreement, it must be noted that it lays down, in clause 4(1), in respect of employment conditions, a prohibition on treating fixed-term workers in a less favourable manner than comparable permanent workers solely because they have a fixed-term contract or relationship unless different treatment is justified on objective grounds.

35 According to settled case-law, the principle of non-discrimination requires that comparable situations must not be treated differently and different situations must not be treated alike unless such treatment is objectively justified (judgment of 8 September 2011, *Rosado Santana*, C-177/10, EU:C:2011:557, paragraph 65 and the case-law cited).

36 In the present case, it must be held that there is a difference of treatment between fixed-term workers and permanent workers, in so far as, unlike workers employed under a permanent employment contract, workers employed under a temporary replacement contract are not entitled to any compensation in the event of termination of their contract, regardless of the duration of the periods of service completed.

37 In that regard, it should be noted that the principle of non-discrimination has been implemented and put into effect by the framework agreement solely as regards differences in treatment as between fixed-term workers and comparable permanent workers (orders of 11 November 2010, *Vino*, C-20/10, not published, EU:C:2010:677, paragraph 56; of 22 June 2011, *Vino*, C-161/11, not published, EU:C:2011:420, paragraph 28, and of 7 March 2013, *Rivas Montes*, C-178/12, not published, EU:C:2013:150, paragraph 43).

38 However, any differences in treatment between specific categories of fixed-term staff, of the kind also mentioned by the referring court in the fourth question, are not covered by the principle of non-discrimination established by that framework agreement (order of 11 November 2010, *Vino*, C-20/10, not published, EU:C:2010:677, paragraph 57).

39 In view of the inequality noted, the Court must first determine whether the situations in question in the main proceedings are comparable and, then, whether there is any objective justification.

Comparability of the situations at issue

40 In order to assess whether the persons concerned are engaged in the same or similar work for the purposes of the framework agreement, it must be determined, in accordance with clauses 3(2) and 4(1) of the framework agreement, whether, in the light of a number of factors, such as the nature of the work, training requirements and working conditions, those persons can be regarded as being in a comparable situation (judgments of 18 October 2012, *Valenza and Others*, C-302/11 to C-305/11, EU:C:2012:646, paragraph 42 and the case-law cited, and of 13 March 2014, *Nierodzik*, C-38/13, EU:C:2014:152, paragraph 31).

41 According to the case-law, it is only if the work carried out by a worker, such as the applicant in the main proceedings in the context of several fixed-term employment contracts, does not correspond to that of the permanent workers, that the alleged difference in treatment concerning the award of compensation for termination of a contract of employment would not be contrary to clause 4 of the framework agreement, as that difference in treatment would relate to differing situations (judgment of 18 October 2012, *Valenza and Others*, C-302/11 to C-305/11, EU:C:2012:646, paragraph 48 and the case-law cited).

42 While, ultimately, it is for the referring court to determine whether the applicant in the main proceedings, when she was working as a secretary in the Ministry of Defence under several temporary replacement contracts, was in a situation comparable to that of other workers employed on a permanent basis by the same authority for the same period (see, by analogy, judgments of 18 October 2012, *Valenza and Others*, C-302/11 to C-305/11, EU:C:2012:646, paragraph 43 and the case-law cited, and of 13 March 2014, *Nierodzik*, C-38/13, EU:C:2014:152, paragraph 32), it must be pointed out, however, that in the present case it is apparent from the elements in the case-file submitted to the Court that the applicant in the main proceedings did work that was similar or identical to that of a permanent worker.

43 The very fact that that applicant held for seven consecutive years the same position of an employee who was on full-time exemption from professional duties in order to carry out a trade union mandate, leads to the conclusion not only that the interested party fulfilled the training requirements to take up the post in question, but also that she carried

out the same work as the person she was called upon to replace on a permanent basis during this prolonged period of time, while being subject to the same working conditions.

44 It must therefore be held that the fixed-term employment situation of the applicant in the main proceedings was comparable to that of a permanent worker.

Whether or not there is any objective justification

45 According to the settled case-law of the Court, the concept of 'objective grounds' requires the unequal treatment found to exist to be justified by precise, specific factors, characterising the employment condition to which it relates, in the particular context in which it occurs and on the basis of objective, transparent criteria in order to ensure that that unequal treatment in fact meets a genuine need, is appropriate for achieving the objective pursued and is necessary for that purpose. Those factors may result, in particular, from the specific nature of the tasks for the performance of which fixed-term contracts have been concluded and from the inherent characteristics of those tasks or, as the case may be, from pursuit of a legitimate social-policy objective of a Member State (see, inter alia, judgments of 13 September 2007, *Del Cerro Alonso*, C-307/05, EU:C:2007:509, paragraphs 53 and 58; of 22 December 2010, *Gavieiro Gavieiro and Iglesias Torres*, C-444/09 and C-456/09, EU:C:2010:819, paragraph 55; of 8 September 2011, *Rosado Santana*, C-177/10, EU:C:2011:557, paragraph 73, and of 18 October 2012, *Valenza and Others*, C-302/11 to C-305/11, EU:C:2012:646, paragraph 51).

46 The concept of 'objective grounds', within the meaning of clause 4(1) and/or clause 4(4) of the framework agreement must be understood as not permitting a difference in treatment between fixed-term workers and permanent workers to be justified on the basis that the difference is provided for by a general, abstract national norm, such as a law or collective agreement (judgments of 13 September 2007, *Del Cerro Alonso*, C-307/05, EU:C:2007:509, paragraph 57; of 22 December 2010, *Gavieiro Gavieiro and Iglesias Torres*, C-444/09 and C-456/09, EU:C:2010:819, paragraph 54; of 8 September 2011, *Rosado Santana*, C-177/10, EU:C:2011:557, paragraph 72, and of 18 October 2012, *Valenza and Others*, C-302/11 to C-305/11, EU:C:2012:646, paragraph 50).

47 Furthermore, reliance on the mere temporary nature of the employment of staff of the public authorities does not meet those requirements and cannot constitute an 'objective ground' for the purposes of clause 4(1) and/or clause (4) of the framework agreement. If the mere temporary nature of an employment relationship were held to be sufficient to justify a difference in treatment as between fixed-term workers and permanent workers, the objectives of Directive 1999/70 and the framework agreement would be rendered meaningless and it would be tantamount to perpetuating a situation that is disadvantageous to fixed-term workers (judgments of 22 December 2010, *Gavieiro Gavieiro and Iglesias Torres*, C-444/09 and C-456/09, EU:C:2010:819, paragraphs 56 and 57; of 8 September 2011, *Rosado Santana*, C-177/10, EU:C:2011:557, paragraph 74, and of 18 October 2012, *Valenza and Others*, C-302/11 to C-305/11, EU:C:2012:646, paragraph 52).

48 The explanations provided by the Spanish Government relate to the difference in nature and purpose that distinguishes fixed-term employment contracts from employment contracts of indefinite duration, in that the difference between the two types of contracts lies in their duration and in the expectation of stability of the employment relationship.

49 In that regard, while it is, in principle, for the referring court to determine whether the arguments put forward before it constitute 'objective grounds' within the meaning of clause 4(1) of the framework agreement, given the case-law referred to in paragraph 42 of the present judgment, it should, however, be noted that the Spanish Government merely emphasises the difference in nature and purpose that distinguishes temporary replacement employment contracts from employment contracts of indefinite duration by relying on the criterion of the duration and expectation of stability of the contractual relationship of the latter.

50 As is apparent from paragraphs 46 and 47 of the present judgment, neither the temporary nature of the employment relationship nor the absence of any provision in the national legislation regarding the granting of compensation for termination of a temporary replacement employment contract are likely to constitute, in themselves, such objective grounds.

51 Moreover, the argument based on the predictability of the end of the temporary replacement employment contract is not based on objective and transparent criteria, given that not only could such a temporary replacement employment contract in fact become permanent, as in the situation of the applicant in the main proceedings, in respect of whom contractual relations have continued over a period of more than ten years but, in addition, that argument is contradicted by the fact that, in comparable situations, the relevant national legislation provides that compensation for termination of the employment contract is granted to other categories of fixed-term workers.

52 In view of all of the above considerations, the answer to questions 2 to 4 is that clause 4 of the framework agreement must be interpreted as precluding national legislation, such as that at issue in the main proceedings, which refuses to provide for any compensation for termination of a contract of employment to a worker employed under a temporary replacement contract while allowing such compensation to be granted, inter alia, to comparable permanent workers. The mere fact that the worker has carried out his work on the basis of a temporary replacement employment contract cannot constitute an objective ground justifying the refusal to grant such compensation to that worker.

Costs

53 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the national court, the decision on costs is a matter for that court. Costs incurred in submitting observations to the Court, other than the costs of those parties, are not recoverable.

On those grounds, the Court (Tenth Chamber) hereby rules:

1. Clause 4(1) 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 as meaning that the concept of 'employment conditions' covers the compensation that the employer must pay to an employee on account of the termination of his fixed-term employment contract.

2. Clause 4 of the framework agreement on fixed-term work annexed to Directive 1999/70 must be interpreted as precluding national legislation, such as that at issue in the main proceedings, which fails to provide any compensation for termination of a contract of employment to a worker employed under a temporary replacement contract while allowing such compensation to be granted, inter alia, to comparable workers employed under a contract of indefinite duration. The mere fact that the worker has carried out his work on the basis of a temporary replacement contract cannot constitute an objective ground justifying the failure to grant such compensation to that worker.

[Signatures]

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* Language of the case: Spanish.