

Operative part of the judgment

Article 49 TFEU, and Article 4(1) and the first subparagraph of Article 13(1) of Directive 2005/36/EC of the European Parliament and of the Council of 7 September 2005 on the recognition of professional qualifications, as amended by Directive 2013/55/EU of the European Parliament and of the Council of 20 November 2013, must be interpreted to the effect that they do not preclude legislation of a Member State, such as that at issue in the main proceedings, which stipulates that the activities of a dental technologist must be pursued in collaboration with a dental practitioner, inasmuch as that requirement is applicable, in accordance with that legislation, to clinical dental technologists who obtained their professional qualifications in another Member State and who wish to pursue their profession in the first Member State.

⁽¹⁾ OJ C 191, 30.5.2016.

Judgment of the Court (Tenth Chamber) of 21 September 2017 (request for a preliminary ruling from the Sąd Rejonowy dla Wrocławia-Śródmieścia — Poland) — Halina Socha, Dorota Olejnik, Anna Skomra v Szpital Specjalistyczny im. A. Falkiewicza we Wrocławiu

(Case C-149/16) ⁽¹⁾

(Reference for a preliminary ruling — Social policy — Collective redundancies — Directive 98/59/EC — Article 1(1) — Concept of ‘redundancies’ — Assimilation to redundancies of ‘terminations of an employment contract which occur on the employer’s initiative’ — Unilateral amendment by the employer of pay and working conditions)

(2017/C 392/11)

Language of the case: Polish

Referring court

Sąd Rejonowy dla Wrocławia-Śródmieścia

Parties to the main proceedings

Applicants: Halina Socha, Dorota Olejnik, Anna Skomra

Defendant: Szpital Specjalistyczny im. A. Falkiewicza we Wrocławiu

Operative part of the judgment

Article 1(1) and Article 2 of Council Directive 98/59/EC of 20 July 1998 on the approximation of the laws of the Member States relating to collective redundancies must be interpreted as meaning that an employer is required to engage in the consultations provided for in Article 2 when it intends, to the detriment of the employees, to make a unilateral amendment to the terms of remuneration which, if refused by the employees, will result in termination of the employment relationship, to the extent that the conditions laid down in Article 1(1) of that directive are fulfilled, which is for the referring court to determine.

⁽¹⁾ OJ C 222, 20.6.2016.