СЪД НА ЕВРОПЕЙСКИЯ СЪЮЗ
TRIBUNAL DE JUSTICIA DE LA UNIÓN EUROPEA
SOUDNÍ DVŮR EVROPSKÉ UNIE
DEN EUROPÆISKE UNIONS DOMSTOL
GERICHTSHOF DER EUROPÄISCHEN UNION
EUROOPA LIIDU KOHUS
ΔΙΚΑΣΤΗΡΙΟ ΤΗΣ ΕΥΡΩΠΑΪΚΗΣ ΕΝΩΣΗΣ
COURT OF JUSTICE OF THE EUROPEAN UNION
COUR DE JUSTICE DE L'UNION EUROPÉENNE
CÚIRT BHREITHIÚNAIS AN AONTAIS EORPAIGH
SUD EUROPSKE UNIJE
CORTE DI GIUSTIZIA DELL'UNIONE EUROPEA

LUXEMBOURG

EIROPAS SAVIENĪBAS TIESA
EUROPOS SĄJUNGOS TEISINGUMO TEISMAS
AZ EURÓPAI UNIÓ BÍRÓSÁGA
IL-QORTI TAL-ĠUSTIZZJA TAL-UNJONI EWROPEA
HOF VAN JUSTITIE VAN DE EUROPESE UNIE
TRYBUNAŁ SPRAWIEDLIWOŚCI UNII EUROPEJSKIEJ
TRIBUNAL DE JUSTIÇA DA UNIÃO EUROPEIA
CURTEA DE JUSTIȚIE A UNIUNII EUROPENE
SÚDNY DVOR EURÓPSKEJ ÚNIE
SODIŠČE EVROPSKE UNIJE
EUROOPAN UNIONIN TUOMIOISTUIN
EUROPEISKA UNIONENS DOMSTOL

JUDGMENT OF THE COURT (Tenth Chamber)

4 June 2026 [*]

(Reference for a preliminary ruling – Social policy – Collective redundancies – Directive 98/59/EC – Concept of ‘redundancies’ – Article 1(1) – Transfer of place of work – Termination of employment contract due to worker’s refusal to comply with decision to transfer place of work – Procedure of information and consultation of workers’ representatives)

In Case C-907/24,

REQUEST for a preliminary ruling under Article 267 TFEU from the Corte di appello di Napoli (Court of Appeal, Naples, Italy), made by decision of 20 November 2024, received at the Court on 20 December 2024, in the proceedings

Egenergy Srl, formerly Orefice Generators Srl, in liquidation,

v

MZ,

AV,

VR,

AL,

RI,

VO,

PA,

MG,

[*] Language of the case: Italian.

EN

THE COURT (Tenth Chamber),

composed of J. Passer, President of the Chamber, M.L. Arastey Sahún (Rapporteur), President of the Fifth Chamber, and E. Regan, Judge,

Advocate General: J. Richard de la Tour,

Registrar: A. Calot Escobar,

having regard to the written procedure,

after considering the observations submitted on behalf of:

– Egenergy Srl, by L. Crotta et G. Zucca, avvocati,

– MZ, AV, VR, AL, RI, VO, PA and MG, by R. Ferrara, avvocato,

– the Italian Government, by S. Fiorentino, acting as Agent, and by E. Farinelli and P. Garofoli, avvocati dello Stato,

– the European Commission, by S. Delaude and D. Recchia, 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 concerns the interpretation of Article 1(1) of Council Directive 98/59/EC of 20 July 1998 on the approximation of the laws of the Member States relating to collective redundancies (OJ 1998 L 225, p. 16).

2 The request has been made in proceedings between Egenergy Srl, formerly Orefice Generators Srl, which is currently in liquidation (‘Egenergy’), and MZ, AV, VR, AL, RI, VO, PA and MG (together, ‘the defendants in the main proceedings’) concerning the termination of their employment contracts on account of their refusal to comply with the decision to transfer their place of work.

Legal context

European Union law

3 Recitals 2 and 8 of Directive 98/59 state:

‘(2) Whereas it is important that greater protection should be afforded to workers in the event of collective redundancies while taking into account the need for balanced economic and social development within the Community;

…

(8) Whereas, in order to calculate the number of redundancies provided for in the definition of collective redundancies within the meaning of this Directive, other forms of termination of employment contracts on the initiative of the employer should be equated to redundancies, provided that there are at least five redundancies’.

4 Article 1(1) of that directive provides:

‘For the purposes of this Directive:

(a) “collective redundancies” means dismissals effected by an employer for one or more reasons not related to the individual workers concerned where, according to the choice of the Member States, the number of redundancies is:

(i) either, over a period of 30 days:

– at least 10 in establishments normally employing more than 20 and less than 100 workers,

– at least 10% of the number of workers in establishments normally employing at least 100 but less than 300 workers,

– at least 30 in establishments normally employing 300 workers or more,

(ii) or, over a period of 90 days, at least 20, whatever the number of workers normally employed in the establishments in question;

(b) “workers’ representatives” means the workers’ representatives provided for by the laws or practices of the Member States.

For the purpose of calculating the number of redundancies provided for in the first subparagraph of point (a), terminations of an employment contract which occur on the employer’s initiative for one or more reasons not related to the individual workers concerned shall be assimilated to redundancies, provided that there are at least five redundancies.’

Italian law

5 Article 2103 of the codice civile (Civil Code) provides:

‘The employee may be transferred from a production unit to another only for proven technical, organisational and production reasons. … Any agreement to the contrary shall be void.’

6 Article 2119 of the Civil Code provides:

‘Either party may terminate the contract before the end of the term if it is a fixed-term contract, or without notice if it is an open-ended contract, if there is a reason preventing the continuation, even temporarily, of the employment relationship. If the contract is an open-ended contract, a worker whose contract is terminated with good cause shall be entitled to the compensation referred to in the second paragraph of the preceding article.

The contractor’s bankruptcy or the compulsory winding-up of the undertaking does not constitute good cause for termination of the contract.’

7 The first paragraph of Article 3 of legge n. 604 – Norme sui licenziamenti individuali (Law No 604 on Individual Dismissals) of 15 July 1966 (GURI No 195 of 6 August 1966) is worded as follows:

‘Dismissal for good cause with notice shall arise from a serious breach of the employee’s contractual obligations or from reasons relating to production activities, the organisation of work and the proper operation thereof.’

8 Under Article 4 of legge n. 223 – Norme in materia di cassa integrazione, mobilità, trattamenti di disoccupazione, attuazione di direttive della Comunità europea, avviamento al lavoro ed altre disposizioni in materia di mercato del lavoro (Law No 223 on the rules relating to the lay-off fund, mobility, unemployment benefit, implementation of Community directives, job placement and other provisions relating to the employment market) of 23 July 1991 (GURI No 175 of 27 July 1991; ‘Law No 223/1991’):

‘1. Where an undertaking eligible for the special wage-supplement scheme considers, during the implementation of the programmes referred to in Article 1, that it is unable to guarantee the reinstatement of all suspended workers and to have recourse to alternative measures, it shall have the option of initiating the collective redundancy procedure under this Article.

2. The undertakings intending to exercise the option set out in paragraph 1 are required to give prior written notice to the undertaking’s trade union representatives appointed under Article 19 of [legge n. 300 – Norme sulla tutela della libertà e dignità dei lavoratori, della libertà sindacale e dell’attività sindacale, nei luoghi di lavoro e norme sul collocamento (Law No 300 relating to rules on the protection of the freedom and dignity of workers, freedom of association and trade union activity in the workplace, as well as regulations on employment) of 20 May 1970 (GURI No 131 of 27 May 1970)], and the relevant trade associations. …

3. The information referred to in paragraph 2 shall contain a statement of the reasons for the overstaffing, the technical, organisational or production reasons why it considers that it is unable to adopt measures to remedy the situation referred to above and to avoid, in whole or in part, collective redundancies, the number, position in the undertaking and professional profiles of the surplus staff, as well as the staff normally employed, the deadlines for implementing the staff reduction programme, any planned measures to deal with the social consequences of the implementation of the programme itself, the method for calculating all payments other than those already provided for in the legislation in force and in the collective agreement. …

…

5. Within seven days of the date of receipt of the information referred to in paragraph 2, at the request of the undertaking's trade union representatives and of the corresponding unions, a joint review shall be conducted between the parties, with a view to examining the causes which contributed to the overstaffing and the possibilities for redeployment of that staff, or part thereof, within the same undertaking, including through solidarity contracts and flexible forms of work management. Where it is not be possible to avoid a reduction in the workforce, the possibility of resorting to accompanying social measures aimed, in particular, at facilitating the retraining and reskilling of workers made redundant shall be examined. Workers' trade union representatives may, if they deem it appropriate, be assisted by experts.

…

9. Once a trade union agreement has been reached …, the undertaking may dismiss surplus employees, workers and executives by giving notice in writing to each of them, in accordance with the notice periods. …'

9 Article 24(1) of Law No 223/1991 provides:

'The provisions referred to in Article 4(2) to (12) and (15-*bis*) and in Article 5(1) to (5) shall apply to undertakings employing more than 15 employees which, following a reduction in or modification of activity or work, intend to make at least five redundancies, within a period of 120 days, in each production unit, or in several production units within the territory of that province. … Those provisions shall apply to all redundancies which, during the same period and within the same geographical area, are in any event connected with that reduction or modification.'

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

10 On 6 September 2021, Egenergy, a company specialised in the manufacturing of power generators, which, at the material time, employed more than 15 employees, decided to cease operations at its production site in Campania (Italy) and to

transfer them to a site in Sardinia (Italy), located more than 600 kilometres (km) away from the original site ('the transfer decision'). On the same day, the trade unions represented in that company were informed of that decision.

11 On 13 September 2021, the transfer decision was notified to the defendants in the main proceedings, stating that the transfers concerning them would take place from 4 October 2021.

12 In November 2021, having established that the defendants in the main proceedings had not transferred to the production site in Sardinia, Egenergy initiated disciplinary proceedings against them for unauthorised absence of more than 30 days.

13 On 3 December 2021, the company dismissed all the defendants in the main proceedings.

14 Thereafter, the defendants in the main proceedings applied for interim relief before the Tribunale di Napoli Nord (District Court, Naples North, Italy) seeking a declaration of illegality of the transfer decision.

15 In support of that application, they argued that, since the transfer decision was to be regarded as equivalent to a decision to terminate the relationship of the workers concerned, the transfer decision had to be preceded, given the number of workers concerned, by the trade union consultation procedure, in accordance with Article 4 of Law No 223/1991.

16 Egenergy contended that that application should be rejected, maintaining, first, that the transfer of the defendants in the main proceedings to the production site in Sardinia met an organisational need of that company and, second, that their dismissal had occurred after they had been absent from that site for more than 30 days.

17 By order of 4 January 2022, the Tribunale di Napoli Nord (District Court, Naples North) found that the decision to transfer the defendants in the main proceedings to the production site in Sardinia was unlawful, pointing out that the unilateral change in working conditions clearly was, from the time of the adoption of that decision, difficult to reconcile with the continuation of the employment relationship, given the impact on the family life of the workers concerned, the objective difficulties associated with the transfer and the inevitable uprooting from their 'emotional centre'.

18 Following that order, the defendants in the main proceedings, on 9 March 2022, brought an action on the merits before that court, seeking, in particular, a declaration that the dismissals at issue in the main proceedings were null and void and the restoration of their employment relationships by means, inter alia, of the payment in full of their remuneration accrued since those dismissals.

19 Before that court, Egenergy contended, first, that the defendants in the main proceedings had been dismissed because of their unauthorised absence from their place of work for more than 30 consecutive days and their refusal to comply with the transfer decision. Second, it argued that that decision was the consequence of that company's decision to cease its activities at the production site in Campania, the closure of that production site and the transfer of production to another site constituting a technical, organisational and production reason within the meaning of Article 2103 of the Civil Code.

20 By judgment of 11 November 2022, the Tribunale di Napoli Nord (District Court, Naples North) upheld that action, declared the transfer decision and the dismissals of the defendants in the main proceedings unlawful and ordered their reinstatement in their respective jobs, on the ground that 'the unilateral change resulting from the transfer falls …, by virtue of an interpretation that must be consistent [with EU law], under the EU concept of collective redundancy within the meaning of Directive 98/59'.

21 Egenergy brought an appeal against that judgment before that Corte di appello di Napoli (Court of Appeal, Naples, Italy), which is the referring court.

22 Before that court, that company challenged the interpretation of the concept of 'redundancy', within the meaning of EU law, adopted by the Tribunale di Napoli Nord (District Court, Naples North), claiming that the employment relationship had been terminated on account of the unauthorised absence of the defendants in the main proceedings from their new place of work for more than 30 days. According to Egenergy, the termination therefore occurred for good cause, namely the refusal of those defendants to comply with the transfer decision. Furthermore, it submits that the adoption of that decision was preceded by the procedure of information and consultation of the workers' representatives.

23 Moreover, in the light of the case-law of the Corte suprema di cassazione (Supreme Court of Cassation, Italy), the technical, organisational and production reason underlying the transfer of the place of work of the defendants in the main proceedings cannot be subject to judicial review, since that review remains limited to verifying the causal link between the transfer decision and the reasons relied on in support of such a decision and cannot extend to whether the transfer was desirable, in particular whether it is appropriate or unavoidable.

24 The referring court nevertheless harbours doubts as to, first, whether the transfers at issue in the main proceedings are covered by the concept of 'redundancies' that are known as 'indirect' redundancies and, second, whether those transfers are to be taken into account when calculating the number of redundancies referred to in point (a) of the first subparagraph of Article 1(1) of Directive 98/59.

25 In the first place, the referring court observes, as regards collective redundancies, that it follows from the case-law of the Corte suprema di cassazione (Supreme Court of Cassation) that terminations resulting from 'refusal to accept a transfer'

of the place of work can be ‘assimilated’ to ‘redundancies’ for the purposes of the application of the directive. It submits that, however, that case-law is not without ambiguity, since, according to that court, the protection afforded by Italian law is more extensive than that guaranteed by the directive.

26 In the second place, the referring court takes the view that an interpretation of Article 1(1) of Directive 98/59, which makes the implementation of the information and consultation procedures conditional upon the existence of at least five ‘redundancies’, understood as terminations of employment contracts on the employer’s initiative or classified as such under the national law of the Member States, constitutes an interpretation that is inconsistent with that directive, and contrary to the principle of the primacy of EU law.

27 It argues that there is in fact a difference between so-called ‘indirect’ redundancies and a measure which is ‘assimilated’ to such redundancies, within the meaning of the second subparagraph of Article 1(1) of that directive, for the purpose of calculating the number of redundancies for the implementation of those procedures.

28 In the third place, that court states that, in the absence of a definition of the concept of ‘redundancy’ in Directive 98/59, that concept must be defined in accordance with the methods of interpretation of EU law, without having recourse to the legislation of the Member States, in order to avoid treatment which differs according to the different laws of the Member States in which the employer is likely to operate.

29 In the fourth place, the fact that a ‘redundancy’, understood as a legal act of the employer terminating the employment relationship, is to be ‘assimilated’, in terms of their effects, to other organisational measures of the undertaking which, although not directly having the effect of terminating the employment relationship, nevertheless bring about a significant ‘equivalent’ change, can also be found in other EU regulatory acts, which is why the referring court argues that, in EU law, a redundancy and the measure regarded as ‘assimilated’, within the meaning of Directive 98/59, may be deemed to be similar.

30 Consequently, in its view, the concept of ‘redundancy’, within the meaning of point (a) of the first subparagraph of Article 1(1) of that directive, also includes so-called ‘indirect’ redundancies, that is to say, equivalent measures consisting of a change to an essential element of the employment contract, which is significant and detrimental to the worker, and which may lead the worker to decide to terminate the employment relationship.

31 By contrast, acts ‘assimilated’ to redundancies, referred to in the second subparagraph of Article 1(1) of that directive, would include any other dismissal on the employer’s initiative which, although capable of altering the contractual arrangement, is of lesser significance as regards the continuation of the employment relationship.

32 That distinction may also be derived from the case-law arising from the judgment of 21 September 2017, *Ciupa and Others* (C-429/16, EU:C:2017:711, paragraphs 27 and 31).

33 In the fifth and last place, in so far as Article 24 of Law No 223/1991 sets at five ‘redundancies’ the threshold above which the procedures of information and consultation of workers’ representatives must be carried out, the referring court expresses doubts as to whether ‘assimilated’ terminations of employment relationships, considered to be measures ‘equivalent’ to redundancies, should be taken into account for the purpose of calculating the number of redundancies with regard to that threshold.

34 The referring court asks, in a context such as that at issue in the main proceedings, whether so-called ‘indirect’ redundancies must be taken into account for the purpose of that calculation, with the result, as the case may be, that those redundancies alone would be sufficient to trigger the information and consultation procedures.

35 In those circumstances, the Corte di appello di Napoli (Court of Appeal, Naples) decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:

‘(1) For the purposes of point (a) of the first subparagraph of Article 1(1) of [Directive 98/59], must account be taken of “indirect redundancies”, that is to say, terminations of the employment relationship which have arisen and/or are foreseeable, are the result of an act of will on the part of the worker and/or his or her conduct, capable of leading to the termination of the relationship in causal correlation with the intention of the employer to make and/or unilaterally impose a substantial, non-transitory and unfavourable amendment to a fundamental element of the employment relationship, and are not related to the individual worker concerned …?

(2) Is the concept of “indirect redundancy” for the purposes of point (a) of the first subparagraph of Article 1(1) of [Directive 98/59] applicable to foreseeable conduct and/or [legal acts] on the part of workers, capable of leading to the termination of the relationship, and causally linked to the change in their place of work, as a result of a decision by the employer to interrupt work in the original production unit, by providing for the simultaneous transfer of all workers, in a number deemed significant by the national implementing legislation, to production units hundreds of kilometres away, which necessarily require workers to move from the place where they have their social and emotional ties?

(3) Are “indirect redundancies” which are causally linked with a non-transitory, substantial unfavourable change in working conditions, attributable to a decision of the employer, and not related to the individual worker concerned, [legal acts] and/or autonomous conduct capable of leading, even

exclusively, to the attainment of the relevant redundancy threshold for the purposes of [Directive 98/59], and are they therefore distinct from the "equivalent" and/or "assimilated" measures referred to in the second subparagraph of Article 1(1) of the directive on collective redundancies, and therefore sufficient for the purposes of attaining the minimum numerical requirement laid down in point (a) of the first subparagraph of Article 1(1) of the directive, even in the absence of [legal acts] by the employer which have the direct effect of terminating the employment contract?

(4) Does the identification of the number of "redundancies" referred to in point (a) of the first subparagraph of Article 1(1) of [Directive 98/59], allow Member States which adopt more favourable rules, limiting the number of redundancies relevant for the purposes of the threshold laid down in point (a) of the first subparagraph of Article 1(1) [of that directive] to five, to exclude indirect redundancies entirely from the calculation [of the number of redundancies with regard to that threshold]? Does EU law, and in particular [Directive 98/59], preclude legislation of a Member State which imposes the information and consultation procedure exclusively in the case of only five redundancies, consisting of unilateral [legal acts] by the employer which have the effect of terminating the employment relationship, excluding, for the purposes of the scope of application [of that directive], terminations, which have arisen and/or are foreseeable, as a result of acts of will on the part of the workers and/or their conduct, causally linked with an unfavourable and non-transitory change to a relevant element of the relationship decided upon by the employer, for reasons not related to the individuals concerned?'

Admissibility of the request for a preliminary ruling

36 The defendants in the main proceedings dispute the admissibility of the request for a preliminary ruling on the ground that the unlawfulness of the transfer decision, established by the interim order of 4 January 2022, which has not been contested, necessarily affects the case in the main proceedings, since those proceedings seek, in essence, a declaration that the termination of the employment contracts of the defendants in the main proceedings on account of their absence from their new place of work is unlawful.

37 They argue that the question of whether or not the transfer decision is unlawful has already been raised and definitively resolved in the context of the interim proceedings, with the result that the request for a preliminary ruling is inadmissible.

38 In that regard, it should be noted that, according to settled case-law, in the context of the cooperation between the Court and the national courts established by Article 267 TFEU, it is solely for the national court before which the dispute has been brought, and which must assume responsibility for the subsequent judicial

decision, to determine in the light of the particular circumstances of the case both the need for a preliminary ruling in order to enable it to deliver judgment and the relevance of the questions which it submits to the Court. Consequently, where the questions submitted concern the interpretation of EU law, the Court is in principle bound to give a ruling (judgment of 11 September 2025, *Cairo Network and Others*, C-764/23 to C-766/23, EU:C:2025:691, paragraph 48 and the case-law cited).

39 It follows that questions concerning EU law enjoy a presumption of relevance. The Court may refuse to give a ruling on a question referred for a preliminary ruling by a national court only where it is quite obvious that the interpretation of EU law that is sought is unrelated to the actual facts of the main action or to its purpose, where the problem is hypothetical, or where the Court does not have before it the factual or legal material necessary to give a useful answer to the questions submitted to it (judgment of 11 September 2025, *Cairo Network and Others*, C-764/23 to C-766/23, EU:C:2025:691, paragraph 49 and the case-law cited).

40 In the present case, the referring court considers it necessary, inter alia, for the purpose of resolving the dispute in the main proceedings, to ask the Court whether so-called ‘indirect’ redundancies, namely terminations resulting from the refusal of the worker concerned to comply with a decision to transfer the place of work, come under the concept of ‘redundancies’ within the meaning of point (a) of the first subparagraph of Article 1(1) of Directive 98/59 and, if so, whether they must be taken into account in the calculation of the number of redundancies referred to in point (a) of the first subparagraph of Article 1(1) of that directive.

41 In those circumstances, and given the presumption of relevance enjoyed by the questions referred for a preliminary ruling, the unlawfulness of the transfer decision established by the order of 4 January 2022 cannot be relied on for the purpose of pleading that the request for a preliminary ruling in the present case is inadmissible, since that finding of unlawfulness does not preclude the need for a preliminary ruling, within the meaning of Article 267 TFEU, for the purpose of resolving the dispute in the main proceedings.

42 It follows that the present request for a preliminary ruling is admissible.

Consideration of the questions referred

The first to third questions

43 By its first to third questions, which it is appropriate to examine together, the referring court seeks to ascertain, in essence, whether Article 1(1) of Directive 98/59 must be interpreted as meaning that the termination of an employment contract for one or more reasons not related to the individual worker concerned, effected by the employer following the worker’s refusal to comply with the

employer’s unilateral decision to transfer the place of work to a site away from the original site, comes under the concept of ‘redundancies’, within the meaning of point (a) of the first subparagraph of that provision, or under the concept of ‘terminations of an employment contract’, within the meaning of the second subparagraph thereof.

44 In that respect, it should be borne in mind that point (a) of the first subparagraph of Article 1(1) of that directive defines ‘collective redundancies’ as dismissals effected by an employer for one or more reasons not related to the individual workers concerned, provided that certain conditions concerning numbers and periods of time are satisfied (judgment of 4 September 2025, *Ineo Infracom*, C-249/24, EU:C:2025:661, paragraph 38 and the case-law cited).

45 In the absence of an express definition of the concept of ‘redundancies’, within the meaning of that provision, the Court has held that that concept must be interpreted as encompassing any termination of an employment contract not sought by the worker, and therefore without his or her consent (see, to that effect, judgment of 4 September 2025, *Ineo Infracom*, C-249/24, EU:C:2025:661, paragraph 39 and the case-law cited).

46 Having regard to the objective of Directive 98/59, which is, as is apparent from recital 2 thereof, to afford greater protection to workers in the event of collective redundancies, a narrow definition cannot be given to the concepts that define the scope of that directive, including the concept of ‘redundancy’ in point (a) of the first subparagraph of Article 1(1) thereof (judgment of 4 September 2025, *Ineo Infracom*, C-249/24, EU:C:2025:661, paragraph 40 and the case-law cited).

47 It follows that that directive must be interpreted as meaning that the fact that an employer – unilaterally and to the detriment of the employee – makes significant changes to essential elements of his or her employment contract for reasons not related to the individual employee concerned falls within that concept (judgment of 4 September 2025, *Ineo Infracom*, C-249/24, EU:C:2025:661, paragraph 41 and the case-law cited).

48 By contrast, if an employer, unilaterally and to the detriment of the employee, makes a non-significant change to an essential element of the contract of employment for reasons not related to the individual employee concerned, or makes a significant change to a non-essential element of that contract for reasons not related to the individual employee, that may not be regarded as a ‘redundancy’ within the meaning of point (a) of the first subparagraph of Article 1(1) of that directive (judgment of 4 September 2025, *Ineo Infracom*, C-249/24, EU:C:2025:661, paragraph 42 and the case-law cited).

49 In the present case, it should be noted, first, that it appears from the file before the Court that Egenergy, unilaterally and to the detriment of the defendants in the main proceedings, made the contractual changes at issue, namely the transfer of those defendants’ place of work from a production site in Campania to another

site in Sardinia, more than 600 km away, for reasons not related to those defendants.

50 It seems, therefore, that the transfer decision is based solely on that company's strategic and economic decision to cease its activities at the production site in Campania and to transfer those activities entirely to the site in Sardinia. The absence of the defendants in the main proceedings from the new place of work may nonetheless be regarded as constituting non-performance of their respective employment contracts leading to the termination thereof for a reason related to those individual defendants where it becomes apparent from the terms of those contracts, on the one hand, or from the judicial decisions delivered at first instance, on the other, that the defendants in the main proceedings were required to comply with the transfer decision taken by that company, which it is for the referring court to ascertain in the light of all the material available to it.

51 However, if that court comes to the conclusion that the defendants in the main proceedings were not required to accept the transfer decision, it would then have to determine whether, in the light of the circumstances at issue in the main proceedings, the transfers in question are capable of being classified as 'significant changes to essential elements' of the employment contract, within the meaning of the case-law referred to in paragraph 47 of the present judgment.

52 In that regard, in the first place, as regards the question whether the place of work must be regarded as being an 'essential element' of the employment contract, within the meaning of the case-law cited in paragraph 47 of the present judgment, it should be pointed out that any change of the place of work may have significant economic and organisational consequences for the worker concerned and may, consequently, constitute such an essential element of the employment contract (judgment of 4 September 2025, *Ineo Infracom*, C-249/24, EU:C:2025:661, paragraph 47).

53 In the second place, as regards the question whether a transfer of the place of work, such as that at issue in the main proceedings, must be classified as a 'significant change' within the meaning of that case-law, it should be noted that the significant nature of such transfer depends, inter alia, on whether or not the contemplated change to the employment contract is temporary, on the distance between the place of work of origin and the place of the new assignment, and on any other accompanying measures intended to compensate for the proposed assignment (judgment of 4 September 2025, *Ineo Infracom*, C-249/24, EU:C:2025:661, paragraph 48).

54 In that regard, it should be noted, first, that it is not apparent from the order for reference not that the transfers at issue in the main proceedings are temporary, but, rather, it is apparent that the transfer of Egenergy's activities to the production site in Sardinia is the direct consequence of the definitive cessation of its activities at the production site in Campania. Second, it is apparent from that decision that the two production sites are more than 600 km apart and separated by sea.

55 It is thus apparent that the transfers at issue in the main proceedings constitute significant changes to an essential element of the employment contract, within the meaning of the case-law referred to in paragraph 47 of the present judgment, which it is nonetheless for the referring court to verify.

56 In the light of the foregoing considerations, the answer to the first to third questions is that Article 1(1) of Directive 98/59 must be interpreted as meaning that the termination of an employment contract for one or more reasons not related to the individual worker concerned, effected by the employer following the worker's refusal to comply with the employer's unilateral decision to transfer the place of work to a site away from the original site, comes under the concept of 'redundancies' within the meaning of point (a) of the first subparagraph of that provision.

The fourth question

57 By its fourth question, the referring court asks, in essence, whether point (a) of the first subparagraph of Article 1(1) of Directive 98/59 must be interpreted as precluding the termination of an employment contract for one or more reasons not related to the individual worker concerned, effected by the employer following the worker's refusal to comply with the employer's unilateral decision to transfer the place of work to a site away from the original site, from not being taken into account for the purpose of calculating the number of redundancies with regard to the thresholds laid down by that directive.

58 In that regard, it should be recalled, as follows from paragraphs 44 to 56 of the present judgment, that terminations of an employment contract such as those at issue in the main proceedings may, subject to verification by the referring court, which alone has jurisdiction to assess the facts of the case before it, come under the concept of 'redundancies' within the meaning of point (a) of the first subparagraph of Article 1(1).

59 In those circumstances, the exclusion of those terminations from the calculation of the number of redundancies with regard to the thresholds laid down by Directive 98/59, solely because the national legislation transposing that directive – in the present case, Article 24(1) of Law No 223/1991 – lays down a lower threshold than those laid down by the directive, would risk depriving those workers of the benefit of the protection sought by that directive.

60 Such an exclusion would not only disregard the objective of Directive 98/59, which, as is apparent from recital 2 thereof, seeks greater protection of workers in the event of collective redundancies, but would also deprive the very concept of 'redundancies', within the meaning of point (a) of the first subparagraph of Article 1(1) of that directive, of uniformity.

61 In the light of the foregoing considerations, the answer to the fourth question is that point (a) of the first subparagraph of Article 1(1) of Directive 98/59 must be

interpreted as precluding the termination of an employment contract for one or more reasons not related to the individual worker concerned, effected by the employer following the worker's refusal to comply with the employer's unilateral decision to transfer the place of work to a site away from the original site, from not being taken into account for the purpose of calculating the number of redundancies with regard to the thresholds laid down by that directive.

Costs

62 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the referring 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. **Article 1(1) 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 the termination of an employment contract for one or more reasons not related to the individual worker concerned, effected by the employer following the worker's refusal to comply with the employer's unilateral decision to transfer the place of work to a site away from the original site, comes under the concept of 'redundancies' within the meaning of point (a) of the first subparagraph of that provision.

2. **Point (a) of the first subparagraph of Article 1(1) of Directive 98/59**

   must be interpreted as precluding the termination of an employment contract for one or more reasons not related to the individual worker concerned, effected by the employer following the worker's refusal to comply with the employer's unilateral decision to transfer the place of work to a site away from the original site, from not being taken into account for the purpose of calculating the number of redundancies with regard to the thresholds laid down by that directive.

[Signatures]