



EUROPEAN COURT OF HUMAN RIGHTS
COUR EUROPÉENNE DES DROITS DE L'HOMME

FIRST SECTION

DECISION

Application no. 43200/22
Gojislav DRAŽENović
against Croatia

The European Court of Human Rights (First Section), sitting on 27 August 2026 as a Committee composed of:

Raffaele Sabato, *President*,

Frédéric Krenc,

Davor Derenčinović, *judges*,

and Liv Tigerstedt, *Deputy Section Registrar*,

Having regard to:

the application (no. 43200/22) against the Republic of Croatia lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) on 2 September 2022 by a Croatian national, Mr Gojislav Draženović (“the applicant”), who was born in 1973, lives in Zagreb and was represented by Mr M. Banić, a lawyer practising in Zagreb;

the decision to give notice of the complaint concerning the general prohibition of discrimination under Article 1 of Protocol No. 12 to the Convention to the Croatian Government (“the Government”), represented by their Agent, Ms Š. Stažnik, and to declare the remainder of the application inadmissible;

the parties’ observations;

Having deliberated, decides as follows:

SUBJECT MATTER OF THE CASE

1. The application concerns the alleged discrimination against the applicant on account of his civil servant status.

2. In 2003, following a public selection procedure for admission to the civil service on a temporary basis, the applicant was appointed as an administrative clerk at the Zagreb Municipal Civil Court. He was tasked with implementing a joint land register and cadastre information system, a project

with an increased workload. His service was extended on 23 separate occasions and always for a fixed term. It ended on 31 March 2016, when the final appointment period expired.

3. Between 2003 and 2016, the Zagreb Municipal Court held nine selection competitions for admission to the civil service on a permanent basis in the post of administrative clerk. The applicant applied for one of those competitions but did not sit the written examination.

4. The applicant challenged the termination of his civil service in 2016. He argued that all the decisions extending it had been unlawful because fixed-term civil service ought only to last a maximum of one year on account of the inherent increase in workload and because the nature of the work assigned to him – which extended beyond the implementation of the project (see paragraph 2 above) – was ongoing. To that end, he submitted that the Zagreb Municipal Court had published several selection competitions for admission to the civil service for an indefinite duration in the same post in which he had been employed on a temporary basis.

5. Furthermore, he relied on 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) (“the Directive”). According to Article 1 thereof, the Directive put into effect the framework agreement on fixed-term contracts (“the Framework Agreement”) which had been concluded on 18 March 1999 between three general cross-industry organisations (ETUC, UNICE and CEEP) and was annexed to the Directive. In particular, clause 5 of the Framework Agreement stated that where there were no equivalent legal measures to prevent abuse arising from the use of successive fixed-term employment contracts or relationships, Member States were to introduce, taking account of the needs of specific sectors and categories of workers, one or more measures, including the maximum total duration of successive fixed-term employment contracts or relationships, and/or the number of renewals of such contracts or relationships. They were also to determine, where appropriate, under what conditions fixed-term employment contracts or relationships were deemed to be contracts or relationships of indefinite duration.

6. The applicant also referred to the relevant provision of the Croatian Labour Act, which stated that all fixed-term employment contracts were automatically converted into employment contracts of indefinite duration after three years, submitting that that provision had transposed the Directive into domestic law.

7. By a decision of 10 May 2017, the Civil Service Committee (“the Committee”) dismissed the applicant’s appeal. It held that the Labour Act applied to civil servants only in relation to matters not regulated by the Civil Servants Act and that section 61 of the Labour Act expressly prohibited the conversion of temporary civil service into a permanent one, while the Directive could not be applied directly. The Committee also noted that the

alleged unlawfulness of the decisions extending the applicant's service was not the subject matter of the proceedings in question, which concerned only the lawfulness of the termination thereof.

8. In the ensuing judicial review (administrative dispute) proceedings, the domestic judicial authorities ruled against the applicant, relying on the same reasons advanced by the Committee (see paragraph 7 above). In particular, on 31 July 2019 the High Administrative Court upheld the Zagreb Administrative Court's judgment of 20 September 2018, dismissing an action brought by the applicant. By a decision of 20 April 2022, served on the applicant's representative on 13 May 2022, the Constitutional Court dismissed a constitutional complaint lodged by the applicant.

9. The applicant complained under Article 1 of Protocol No. 12 to the Convention that he had been discriminated against, compared to other employees and on account of his civil servant status, in the enjoyment of his constitutional rights of equal access to public service and of equal access to employment, particularly regarding the possibility of converting his fixed-term employment relationship into one of indefinite duration.

THE COURT'S ASSESSMENT

10. The Government raised a number of inadmissibility objections, arguing, *inter alia*, that the applicant's complaints did not fall within any of the four categories of cases included in the scope of protection of Article 1 of Protocol No. 12 to the Convention.

11. In that regard, the Court observes that the applicant's complaints concerned the right of equal access to public service and the right of equal access to employment, as set out in Articles 44 and 54 § 2 of the Croatian Constitution. They are therefore rights "specifically granted under national law" and, consequently, Article 1 of Protocol No. 12 to the Convention is applicable to the present case (see *Savez crkava "Riječ života" and Others v. Croatia*, no. 7798/08, §§ 103-07, 9 December 2010).

12. Notwithstanding the difference in scope between Article 14 of the Convention and Article 1 of Protocol No. 12 to the Convention, the meaning of the notion of "discrimination" in Article 1 of Protocol No. 12 was intended to be identical to that in Article 14. The Court reiterates that in the enjoyment of the rights and freedoms guaranteed by the Convention, Article 14 affords protection against different treatment, without objective and reasonable justification, of individuals in analogous, or relevantly similar, situations (see *Pinkas and Others v. Bosnia and Herzegovina*, no. 8701/21, §§ 57-58, 4 October 2022).

13. In the present case, the applicant argued that he had been denied protection against the abuse of successive fixed-term employment relationships on the grounds of his civil servant status. For employees subject to the Labour Act, such protection was afforded in the form of the automatic

conversion of fixed-term employment contracts into contracts of indefinite duration after three years (see paragraph 6 above).

14. Assuming that the applicant could be considered to be in an analogous or relevantly similar situation to that of an employee whose employment was regulated by the Labour Act, and that the difference in treatment was based on his civil servant status, the Court observes that the applicant also argued that he had been discriminated against in the enjoyment of his right of equal access to public service and his right of equal access to employment owing to the lack of protection against abuses resulting from the use of successive fixed-term employment relationships. It would therefore appear that his complaint did not concern the termination of his civil service *per se*, but rather the impossibility of his being recruited to the civil service on a permanent basis. The Court cannot but note, however, that the applicant did not challenge the lawfulness of any of the 23 decisions to extend his civil service on a fixed-term basis (see paragraphs 2 and 4 above).

15. Instead, the applicant challenged the termination of his civil service by seeking to assert his perceived right to a permanent appointment, invoking to that end the protection afforded by the Directive (see paragraphs 4-6 above). However, section 61 of the Civil Servants Act expressly excluded the possibility of the automatic conversion of fixed-term civil service into one of indefinite duration, and the domestic courts concluded that they were not entitled to apply the Directive in question directly (see paragraph 7 above; see also, to that effect, the judgment of the Court of Justice of the European Union (the “CJEU”) of 19 March 2020 in *Sánchez Ruiz and Others*, C-103/18 and C-429/18, EU:C:2020:219, paragraphs 117-25, where the CJEU held that clause 5(1) of the Framework Agreement was not unconditional and sufficiently precise to be relied upon by an individual before the domestic courts and that the domestic courts were not required to disapply a provision of national law which was contrary to it).

16. As to the exclusion from the Civil Servants Act of the possibility of the automatic conversion of a fixed-term civil service into a permanent one, the Government submitted that such a measure was justified by the need to ensure the constitutional right of equal access to public service, by way of prescribing a strictly formal procedure – that is, a public selection competition – for admission to the civil service on a permanent basis, and to reduce public spending and debt. Furthermore, the Government submitted that such an exclusion had been within the State’s wide margin of appreciation in matters concerning the organisation of its civil service.

17. In that regard, the Court reiterates that, in organising State functions and public services, including such matters as regulating access to employment in the public sector and the terms and conditions governing such employment, States indeed enjoy a wide margin of appreciation, and that for institutional and functional reasons, employment in the public sector and in the private sector may typically be subject to substantial legal and factual

differences, not least in fields involving the exercise of sovereign State power and the provision of essential public services (see *Fábián v. Hungary* [GC], no. 78117/13, § 122, 5 September 2017). The Court also notes the view of the CJEU, to similar effect, that clause 5 of the Framework Agreement did not preclude a Member State from treating misuse of successive fixed-term employment relationships differently according to whether they were entered into with a private sector or public sector employer (see the judgment of the CJEU of 7 March 2018 in *Santoro*, C-494/16, EU:C:2018:166, paragraph 42). Moreover, the CJEU stated in paragraph 87 of the judgment in *Sánchez Ruiz and Others* that clause 5 of the Framework Agreement did not lay down a general obligation on the Member States to provide for the conversion of fixed-term employment contracts into contracts of indefinite duration.

18. Turning to the present case, the Court observes that, during the relevant period, the Zagreb Municipal Court held nine selection competitions for admission to the civil service on a permanent basis seeking to fill the same post that the applicant had held on a temporary basis (see paragraph 3 above). In the context of the applicant's complaint before the Court which concerned, in essence, his impossibility to be admitted to civil service on a permanent basis (see paragraphs 7 and 14 above), what matters is that, despite having met the formal requirements to participate in all nine competitions, he followed up – partially – on only one of them (see paragraph 3 above) and failed to give a convincing explanation as to why. In other words, the applicant had nine separate opportunities to become a permanent member of the civil service but did not take any of them.

19. In view of the above, the Court finds no grounds on which to conclude that the domestic courts' interpretation of the domestic law was incompatible with Article 1 of Protocol No. 12 to the Convention. Even assuming that the other criteria for relying on the protection guaranteed by that Article have been met (see paragraph 14 above), the Court therefore concludes that the difference in treatment of the applicant, compared to employees subject to the Labour Act, was justified on objective and reasonable grounds. In these circumstances, the Court does not find it necessary to examine the Government's remaining preliminary objections.

20. The application must accordingly be rejected as manifestly ill-founded within the meaning of Article 35 §§ 3 (a) and 4 of the Convention.

For these reasons, the Court, unanimously,

Declares the application inadmissible.

Done in English and notified in writing on 17 September 2026.

DRAŽENović v. CROATIA DECISION

Liv Tigerstedt
Deputy Registrar

Raffaele Sabato
President