In proceedings in which the existence of a situation of risk for a worker who is breastfeeding is at issue, do the special rules on burden of proof in Article 19(1) of Directive 2006/54/EC, 2 transposed into Spanish law by, inter alia, Article 96(1) of Ley 36/2011 (Law 36/2011), apply in conjunction with the requirements set out in Article 5 of Directive 92/85/EEC, transposed into Spanish law by Article 26 of the Ley de Prevención de Riesgos Laborales (Law on the Prevention of Occupational Risks), relating to the granting of leave to a breastfeeding worker and, as the case may be, payment of the relevant allowance under national legislation by virtue of Article 11(1) of Directive 92/85/EEC?

In proceedings in which the existence of a risk during breastfeeding giving entitlement to leave, as provided for in Article 5 of Directive 92/85/EEC and transposed into Spanish law by Article 26 of the Law on the Prevention of Occupational Risks, is at issue, can Article 19(1) of Directive 2006/54/EC be interpreted as meaning that the following are 'facts from which it may be presumed that there has been direct or indirect discrimination' in relation to a breastfeeding worker: (1) the fact that the worker does shift work as a security guard with some shifts being worked at night and alone; (2) in addition, that the work entails doing rounds and, where necessary, dealing with emergencies (criminal behaviour, fire and other incidents); and (3) furthermore that there is no evidence that the workplace has anywhere suitable for breastfeeding or, as the case may be, for expressing breast milk?
In proceedings in which the existence of a risk during breastfeeding giving entitlement to leave is at issue, when 'facts from which it may be presumed that there has been direct or indirect discrimination' have been established in accordance with Article 19(1) of Directive 2006/54/EC in conjunction with Article 5 of Directive 92/85/EEC, transposed into Spanish law by Article 26 of the Law on the Prevention of Occupational Risks, can a breastfeeding worker be required to demonstrate, in order to be granted leave in accordance with the domestic legislation transposing Article 5(2) and (3)of Directive 92/85/EEC, that the adjustment of her working conditions and/or working hours is not technically and/or objectively feasible, or cannot reasonably be required and that moving her to another job is not technically and/or objectively feasible or cannot reasonably be required or are these matters for the respondents (the employer and the mutual insurance company providing the social security benefit associated with the suspension of the contract of employment) to prove?

Case C-46/17. Fixed-term work and equal treatment

Hubertus John – v – Freie Hansestadt Bremen, reference lodged by the German Landesarbeitsgericht Bremen on 30 January 2017

Is clause 5, point 1, of the Framework Agreement on fixed-term work concluded on 18 March 1999, which is attached as an 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, to be interpreted as meaning that it precludes national legislation allowing the parties to an employment contract, without additional requirements, to agree during the employment relationship indefinitely to postpone the agreed termination of the relationship upon the worker reaching the normal retirement age, including on more than one occasion if necessary, simply because the worker has a right to a retirement pension upon reaching the normal retirement age?

If the Court answers the Question 1 in the affirmative:

Does the incompatibility of the national legislation referred to Question 1 with clause 5, point 1, of the Framework Agreement also apply when the termination is postponed for the first time?

Are Articles 1, 2(1) and 6(1) of Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation (Directive 2000/78/EC) and/or the general principles of Community law to be interpreted as meaning that they preclude national legislation allowing the parties to an employment contract, without additional requirements, to agree during the employment relationship indefinitely to postpone the agreed termination of the relationship upon the worker reaching the normal retirement age, including on more than one occasion if necessary, simply because the worker has a right to a retirement pension upon reaching the normal retirement age?

Case C-60/17. Transfer of undertakings

Ángel Somoza Hermo – v – Esabe Vigilancia, S.A., Fondo de Garantía Salarial (FOGASA), reference lodged by the Spanish Tribunal Superior de Justicia de Galicia on 6 February 2017

Does Article 1(1) of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings,

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