Case C-55/18, Working time

Federación de Servicios de Comisiones Obreras (CCOO) – v – Deutsche Bank SAE, reference lodged by the Audiencia Nacional (Spain) on 29 January 2018

1. Must it be understood that the Kingdom of Spain, by means of Articles 34 and 35 of the Workers' Statute, as they have been interpreted by case-law, has taken the measures necessary to ensure the effectiveness of the limits to working time and of the weekly and daily rest periods established by Articles 3, 5 and 6 of Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 [concerning certain aspects of the organisation of working time, OJ L 299, 18/11/2003, p. 9] for full-time workers who have not expressly agreed, whether individually or collectively, to work overtime and who are not mobile workers or persons working in the merchant navy or railway transport?
2. Must Article 31(2) of the Charter of Fundamental Rights of the European Union and Articles 3, 5, 6, 16 and 22 of Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003, in conjunction with Articles 4(1), 11(3) and 16(3) of Council Directive 89/391/EEC of 12 June 1989 [on the introduction of measures to encourage improvements in the safety and health of workers at work, OJ L 183, 29/06/1989, p. 1], be interpreted as precluding internal national legislation such as Articles 34 and 35 of the Workers' Statute from which, as settled case-law has shown, it cannot be inferred that employers must set up a system for recording actual daily working time for full-time workers who have not expressly agreed, whether individually or collectively, to work overtime and who are not mobile workers or persons working in the merchant navy or railway transport?
3. Must the imperative requirement laid down in Article 31(2) of the Charter of Fundamental Rights of the European Union, and Articles 3, 5, 6, 16 and 22 of Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003, in conjunction with Articles 4(1), 11(3) and 16(3) of Council Directive 89/391/EEC of 12 June 1989, for the Member States to limit the working time of all workers in general, be understood to be satisfied for ordinary workers by the internal national legislation, contained in Articles 34 and 35 of the Workers' Statute from which, as settled case-law has shown, it cannot be inferred that employers are required to set up a system for recording actual daily working time for full-time workers who have not expressly agreed, whether individually or collectively, to work overtime, unlike mobile workers or persons working in the merchant navy or railway transport?

Case C-72/18, Fixed-term work

Daniel Ustariz Aróstegui – v – Consejería de Educación del Gobierno de Navarra, reference lodged by the Juzgado de lo Contencioso-Administrativo No 1 de Pamplona (Spain) on 5 February 2018

1. Must Clause 4 of the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP approved by Council Directive 1999/70/EC of 28 June 1999 be interpreted as precluding a regional legislative provision, such as that at issue in the main proceedings, which expressly excludes the award and payment to staff employed by the Public Administration of Navarre who are classified as 'employed under an administrative contract' (a fixed-term contract) of particular additional remuneration, on the grounds that the additional remuneration in question constitutes remuneration for promotion and development in a professional career that is open only to staff classified as 'established public officials' (with a contract of indefinite duration)?

Case C-103/18, Fixed-term work

Domingo Sánchez Ruiz – v – Comunidad de Madrid (Servicio Madrileño de Salud), reference lodged by the Juzgado de lo Contencioso-Administrativo No 8 de Madrid (Spain) on 13 February 2018

1. Can a situation such as that described in the present case (in which the public-sector employer fails to observe the statutory time limits and thus either permits successive temporary contracts or preserves the temporary nature of the appointment by changing the nature of the appointment from occasional to interim or replacement) be considered an abusive use of successive appointments and therefore be regarded as a situation described in Clause 5 of the Framework Agreement annexed to Directive 1999/70/EC?
2. Must the provisions in the Framework Agreement on fixed-term work in the Annex to Directive 1999/70/EC, in conjunction with the principle of effectiveness, be interpreted as precluding national procedural rules that require a fixed-term worker actively to challenge or appeal against all the successive appointments and terminations of employment as the only way in which to benefit from the protection of the EU Directive and claim the rights conferred on him by EU law?

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