sive penalty mechanism which puts an end to the abuse arising from the appointment of temporary regulated staff and does not enable those permanent posts created to be filled by the staff who were the victims of the abuse, such that the precarious situation of those workers continues?

4. Is it correct to take the view, as this court does, that the conversion of a temporary worker who has been the victim of the misuse of temporary appointments into a worker having a appointment 'of indefinite duration but not permanent' is not an effective penalty, in so far as a worker classified in this way may have his appointment terminated either because his post has been filled in a selection process or because his post has been abolished, and therefore that penalty is incompatible with the Framework Agreement for the purposes of preventing misuse of fixed-term contracts, since it does not comply with the first paragraph of Article 2 of Directive 1999/70 in that it does not ensure that the Spanish State achieves the results imposed by the directive?
5. In the light of that situation, it is necessary in the circumstances described to repeat the following questions, included in the reference for a preliminary ruling made on 30 January 2018 in Expedited Proceedings 193/2017 before J[uzgado] C[ontencioso-]A[dministrativo] n.º 8 de Madrid (Administrative Court No 8, Madrid):
6. If the national courts find that there is abuse arising from the use of successive appointments of temporary regulated staff to cover vacancies in the Madrid Health Service and that they are being used to cover permanent structural needs in the provision of services by permanent regulated employees, given that domestic law contains no effective or deterrent measure to penalise such misuse and eliminate the consequences of the breach of EU legislation, must Clause 5 of the Framework Agreement annexed to Directive 1999/70/EC be interpreted as requiring the national courts to adopt effective deterrent measures to ensure the effectiveness of the Framework Agreement, and therefore to penalise that misuse and eliminate the consequences of the breach of that EU legislation, disapplying the rule of domestic law that prevents it from being effective?
7. If the answer should be affirmative, as held by the Court of Justice of the European Union in paragraph 41 of its judgment of 14 September 2016 in Cases C-184/15 and C-197/15:
8. As a measure to prevent and penalise the misuse of successive temporary appointments and to eliminate the consequence of the breach of EU law, would it be consistent with the objectives pursued by Directive 1999/70/EC to convert the temporary interim/occasional/replacement regulated relationship into a stable regulated relationship, the employee being classified as a permanent official or an official with an appointment of indefinite duration, with the same security of employment as comparable permanent regulated employees, on the basis that the national legislation prohibits absolutely, in the public sector, the conversion into a contract of indefinite duration of a succession of fixed-term employment contracts, since no other effective measure exists to prevent and, where relevant, penalise the misuse of successive fixed-term employment contracts?
9. If there is abuse of successive temporary appointments, can the conversion of the temporary regulated relationship into an indefinite or permanent relationship be regarded as satisfying the objectives of Directive 1999/70/EC and its Framework Agreement only if the temporary regulated employee who has been the victim of this misuse enjoys exactly the same working conditions as permanent regulated employees (as regards social security, promotion, opportunities to cover vacant posts, training, leave of absence, determination of administrative status, sick leave and other permitted absences, pension rights, termination of employment and participation in selection competitions to fill vacancies and obtain promotion) in accordance with the principles of permanence and security of employment, with all associated rights and obligations, on equal terms with permanent regulated staff?
10. Taking into account the existence, if any, of improper use of temporary appointments to meet permanent staffing needs for no objective reason and in a manner inconsistent with the urgent and pressing need that warrants recourse to them, and for want of any effective penalties or limits in Spanish national law, would it be consistent with the objectives pursued by Directive 1999/70/EC to grant, as a means of preventing abuse and eliminating the consequence of infringing EU law, compensation comparable to that for unfair dismissal, that is to say, compensation that serves as an adequate, proportional, effective and dissuasive penalty, in circumstances where an employer does not offer a worker a permanent post?

Case C-472/18, Part-time work

ER – v – Agencia Estatal de la Administración Tributaria, reference lodged by the Tribunal Superior de Justicia de Galicia (Spain) on 19 July 2018

1. Are a provision in a collective agreement and an employer's practice, pursuant to which, for the purposes of remuneration and promotion, the length of service of a part-time female employee whose working hours are 'distributed vertically' over the whole year is to be calculated solely on the basis of time actually worked, contrary to Clause 4(1) and (2) of the Framework Agreement on part-time work

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[annexed to] Council Directive 97/81/EC of 15 December 1997, and to Articles 2(1)(b) and 14(1) of Directive 2006/54/EC of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (recast)?

Case C-486/18, Parental leave

RE – v – Praxair MRC, reference lodged by the Cour de cassation (France) on 23 July 2018

1. Are Clauses 2.4 and 2.6 of the framework agreement on parental leave, annexed to Council Directive 96/34/EC of 3 June 1996 concerning the framework agreement on parental leave concluded by UNICE, CEEP and the ETUC, to be interpreted as precluding the application to an employee who is on part-time parental leave at the time of his dismissal of a provision of domestic law, such as Article L. 3123-13 of the Labour Code, applicable at the material time, under which 'the compensation payment for dismissal and retirement benefit payable to an employee who has worked on both a full-time and part-time basis for the same undertaking shall be calculated in proportion to the periods of each of those types of employment completed since the employee joined the undertaking'?
2. Are Clauses 2.4 and 2.6 of the framework agreement, annexed to Council Directive 96/34/EC of 3 June 1996 concerning the framework agreement on parental leave concluded by UNICE, CEEP and the ETUC, to be interpreted as precluding the application to an employee who is on part-time parental leave at the time of his dismissal of a provision of domestic law, such as Article R. 1233-32 of the Labour Code, under which, during a period of redeployment leave which exceeds the notice period, the employee is to receive a monthly payment from the employer of an amount equivalent to at least 65% of the employee's average gross monthly pay during the twelve months preceding the notice of dismissal, subject to the contributions referred to in Article L. 5422-9?
3. If the answer to either of the preceding questions is in the affirmative, is Article 157 of the Treaty on the Functioning of the European Union to be interpreted as precluding provisions of national law, such as Article L. 3123-13 of the Labour Code, applicable at the material time, and Article R. 1233-32 of that Code, insofar as a far greater number of women than men choose to take part-time parental leave and the indirect discrimination which results therefrom as regards the receipt of redundancy pay and redeployment leave allowance, which are less than those received by employees who have not taken part-time parental leave, is not justified by objective factors unrelated to any form of discrimination?

Case C-581/18, Age discrimination

YV, reference lodged by the Sąd Najwyższy (Poland) on 17 August 2018

1. Should Article 47 of the Charter of Fundamental Rights of the European Union, in conjunction with Article 9(1) of Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation, be interpreted as meaning that, where an appeal is brought before a court of final instance in a Member State against an alleged infringement of the prohibition of discrimination on grounds of age in respect of a judge of that court, together with a motion for suspension of execution of the contested measure, that court – in order to protect the rights arising from EU law by ordering an interim measure provided for under national law – must refuse to apply national provisions which confer jurisdiction, in the case in which the appeal was lodged, on an organisational unit of that court which is not operational by reason of a failure to appoint the judges adjudicating within it?

Case C-588/18, Working time

Federación de Trabajadores Independientes de Comercio (FETICO), Federación Estatal de Servicios, Movilidad y Consumo de la Unión General de Trabajadores (FESMC-UGT), Federación de Servicios de Comisiones Obreras (CC.OO.) – v – Grupo de Empresas DIA, S.A., Twins Alimentación, S.A., reference lodged by the Audiencia Nacional (Spain) on 20 September 2018

1. Must Article 5 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 be interpreted as precluding national legislation under which the weekly rest period is permitted to overlap with paid leave of absence intended to meet needs other than rest?
2. Must Article 7 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 be interpreted as precluding national legislation under which annual

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