c. may make it a condition of employment that a member of staff who has left a particular religious community prior to the establishment of the employment relationship rejoin said community, if it does not also require its staff to belong to that religious community?

2. If the first question is answered in the affirmative: What, if any, further requirements apply under Directive 2000/78/EC in light of Article 21 of the Charter in order to justify such a difference of treatment on grounds of religion?

Case C-631/22, Disability Discrimination

J.M.A.R. – v – CaNaNegreta, S.A., reference lodged by the Tribunal Superior de Justicia de las Islas Baleares (Spain) on 7 October 2022

1. Must Article 5 of Directive 2000/78/EC establishing a general framework for equal treatment in employment and occupation be interpreted, having regard to recitals 16, 17, 20 and 21 of the directive, Articles 21 and 26 of the Charter of Fundamental Rights of the European Union, and Articles 2 and 27 of the United Nations Convention on the Rights of Persons with Disabilities (approved by Council Decision 2010/48/EC of 26 November 2009), as precluding the application of a national rule of law which establishes that a worker's disability (where the worker has been declared to be totally and permanently unable to perform his or her normal occupation, with no prospect of improvement) is automatic grounds for termination of the employment contract, with no prior requirement for the employer to comply with the obligation to make 'reasonable accommodation' as required by Article 5 of the directive in order to enable the individual to remain in employment (or to show that the requirement would impose a disproportionate burden)?
2. Must Article 2(2) and Article 4(1) of Directive 2000/78/EC establishing a general framework for equal treatment in employment and occupation be interpreted, having regard to recitals 16, 17, 20 and 21 of the directive, Articles 21 and 26 of the Charter of Fundamental Rights of the European Union, and Articles 2 and 27 of the United Nations Convention on the Rights of Persons with Disabilities (approved by Council Decision 2010/48/EC of 26 November 2009), as meaning that the automatic termination on grounds of disability of the employment contract of a worker who has been declared to be totally and permanently unable to perform his or her normal occupation, with no prior requirement for the employer to comply with the obligation to make 'reasonable accommodation' as required by Article 5 of the directive in order to enable the individual to remain in employment (or to show that the requirement would impose a disproportionate burden), constitutes direct discrimination, even though a rule of domestic law provides for termination of the contract?

Case C-650/22, Other Forms of Free Movement

Federation Internationale de Football Association (FIFA) – v – BZ, reference lodged by the Cour d'appel de Mons (Belgium) on 17 October 2022

Are Articles 45 and 101 of the Treaty on the Functioning of the European Union to be interpreted as precluding:

– the principle that the player and the club wishing to employ him are jointly and severally liable in respect of the compensation due to the club whose contract with the player has been terminated without just cause, as stipulated in Article 17.2 of the FIFA RSTP, in conjunction with the sporting sanctions provided for in Article 17.4 of those regulations and the financial sanctions provided for in Article 17.1;
– the ability of the association to which the player's former club belongs not to deliver the international transfer certificate required if the player is to be employed by a new club, where there is a dispute between that former club and the player (Article 9.1 of the RSTP and Article 8.2.7 of Annex 3 to the RSTP)?

Case C-673/22, Parental Leave

C.C.C. – v – Tesorería General de la Seguridad Social (TGSS) and Instituto Nacional de la Seguridad Social (INSS), reference lodged by the Juzgado de lo Social n.º 1 de Sevilla (Spain) on 27 October 2022

1. Is the omission by the Spanish legislature from Article 48(2) of the Consolidated Text of the Law on the Workers' Statute (Texto Refundido de la Ley del Estatuto de los Trabajadores) and from Articles 177, 178 and 179 of the Consolidated Text of the General Law on Social Security (Texto Refundido de la Ley General de la Seguridad Social) of provisions requiring an assessment of the specific needs of single-parent families in the area of work-life balance, having implications for the period in which care is provided to a new-born child, as compared with a child born into a two-parent family

doi: 10.5553/EELC/187791072022007004030

in which both parents have an expectation of access to paid leave if both fulfil the conditions of access to the social security benefit, compatible with the Directive, which requires a specific assessment, inter alia, of the birth of a child into a single-parent family, in order to determine the conditions of access to and the detailed arrangements for parental leave?

2. In the absence of a specific statutory provision laid down by the Spanish legislature, must the eligibility conditions for time off work for the birth of a child, the conditions of access to the social security cash benefit and the rules governing eligibility for parental leave, and, in particular, the possible extension of the duration of that leave owing to the lack of another parent other than the biological mother who cares for the child, be interpreted flexibly pursuant to the Community provision?

Case C-706/22, Information and Consultation

Konzernbetriebsrat der O SE & Co. KG – v – Vorstand der O Holding SE (Holding SE), reference lodged by the Bundesarbeitsgericht (Germany) on 17 November 2022

1. Is Article 12(2) of Regulation (EC) No 2157/2001, in conjunction with Articles 3 to 7 of Directive 2001/86/EC, to be interpreted as meaning that, where a holding SE is formed by participating companies which do not employ employees, and do not have subsidiaries employing employees, and the holding SE was registered in the register of a Member State (a so-called 'SE without employees') without a negotiation procedure for the involvement of employees in the SE having first been conducted, under that directive that negotiation procedure has to be conducted retrospectively if the SE becomes the controlling undertaking of subsidiaries in several Member States of the European Union which employ employees?
2. If the Court's answer to Question 1 is in the affirmative: Is the retrospective conduct of the negotiation procedure in such a case possible and necessary for an unlimited time?
3. If the Court's answer to Question 2 is in the affirmative: Does Article 6 of Directive 2001/86/EC preclude the application of the law of the Member State where the SE now has its registered office for the purpose of retrospective conduct of the negotiation procedure if the 'SE without employees' was registered in the register in another Member State without such a procedure having first been conducted and before the transfer of its registered office became the controlling company of subsidiaries in several Member States of the European Union which employ employees?
4. If the Court's answer to Question 3 is in the affirmative: Is this also the case where the State where that 'SE without employees' was first registered has withdrawn from the European Union after the transfer of the registered office and its law no longer contains any provisions on the conduct of a negotiation procedure for the involvement of employees in the SE?

doi: 10.5553/EELC/187791072022007004030