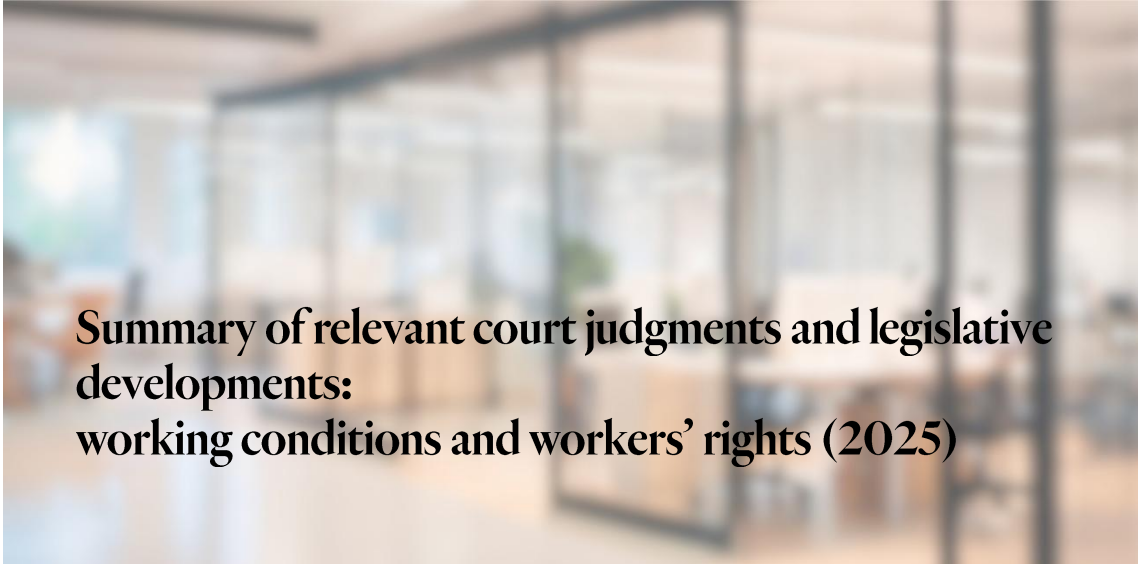


RocaJunyent Informs

Labour Law Department
April 2025



Summary of relevant court judgments and legislative developments: working conditions and workers' rights (2025)

In this legal update, we provide a summary of several recent court rulings addressing key issues in the field of labour law. These decisions, handed down by the Supreme Court and the High Court of Justice of Catalonia between February and March 2025, cover matters such as the retroactive application of a new collective bargaining agreement that modifies the dual salary scale established in the previous one; the obligation to respect the agreed percentage of on-site work and to cover teleworking expenses; the nullity of dismissals due to non-compliance with business succession rules; and the validity of objective dismissal due to supervening ineptitude when the position cannot be reasonably adapted.

These judgments provide important implications for employers and employees alike, while also reflecting the current interpretation of labour regulations in Spain. Additionally, we highlight new developments in temporary employment introduced by Law 1/2025 of 1 April, on the Prevention of Food Loss and Waste.

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Esta Alerta tiene un objetivo meramente informativo y no supone asesoramiento jurídico de ningún tipo.

Recent Jurisprudential developments

[Supreme Court Judgment of 25 February 2025 \(Appeal No. 4491/2022\)](#)

This ruling analyses the potential partial nullity of Article 49 of the collective bargaining agreement applicable to a company in the glass manufacturing sector. The article establishes a performance-based bonus linked to productivity and quality results achieved at different work centres, taking into account monthly individual absences of employees, excluding holidays, working time differences, union leave, and bereavement leave. The CGT union filed a claim contesting this incentive system, which was upheld by the National Court. The Court declared the nullity of Article 49 insofar as it individualized the bonus according to each employee's absences. As a result, all employees were deemed entitled to 100% of the bonus allocated to their work centre, regardless of the reasons for their absences. The Supreme Court upheld the company's appeal and overturned the National Court's judgment. While it did not declare the provision null, the Court introduced significant qualifications concerning its practical application, raising questions about its effectiveness and suitability. The Court acknowledged that combating absenteeism is a legitimate objective but emphasized that it must be pursued in compliance with the Constitution, the Comprehensive Law 15/2022 on Equal Treatment and Non-Discrimination, and Organic Law 3/2007 on the Effective Equality of Women and Men. Therefore, absences related to illness, work-life balance measures, or those that could lead to associative discrimination—such as caregiving leave—must not be counted. However, unjustified absences or those linked to non-discriminatory leave (e.g. relocation or attending exams) may be considered. In conclusion, the Supreme Court ruled that the clause is not null per se, as setting a bonus to reduce unjustified absenteeism is lawful. However, it must be interpreted in a way that excludes protected absences under Article 14 of the Spanish Constitution and its implementing laws.

[Supreme Court Judgment of 4 March 2025 \(Appeal No. 56/2023\)](#)

This case concerns a collective dispute filed by the Independent Energy Union (SIE) against the Endesa Group regarding several clauses of an individual telework agreement arising from a collective agreement with CCOO. The Supreme Court, ruling on ordinary appeal, dismissed the appeals against the National Court's decision, thereby upholding it. The Court first found that a clause preventing employees from substituting or accumulating telework days when the company mandates in-office presence infringes Article 8.1 of the Remote Work Act (Law 10/2021), as it would allow the employer to unilaterally alter the agreed remote work percentage.

Second, the Court ruled that a clause excluding compensation for teleworking expenses violates the employee's right to reimbursement, as recognised in Articles 7(b) and 12 of the Remote Work Act. Lastly, the Court upheld the employer's right to require in-person attendance without minimum notice, based on the nature of the service. Although the union sought the application of notice periods established in the Workers' Statute and the group's collective bargaining agreement for irregular workday distribution, temporary relocations, additional hours, or flexible time recovery, the Supreme Court concluded that no analogy could be drawn. The teleworking policy already stipulates that any required changes must be communicated "with the maximum possible notice."

[Supreme Court Judgment of 5 March 2025 \(Appeal No. 4728/2023\)](#)

This judgment addresses a labour dispute arising from a change of concessionaire in the management of the *Caminito del Rey* site and the related obligation to subrogate employees affected by a collective redundancy initiated by the outgoing contractor. The outgoing company, part of a joint venture (UTE), dismissed several employees via a collective redundancy process due to the loss of the contract. Shortly thereafter, another UTE took over and hired 11 of the previously dismissed employees, later incorporating three more. The issue was whether the loss of a service contract constitutes sufficient grounds to terminate employment for productive reasons and thereby exempt the incoming contractor from the obligation to subrogate employees. The Supreme Court ruled that it does not. The Court held that there was, in fact, a transfer of undertaking, as the activity was labour-intensive and the incoming contractor hired a substantial portion of the previous staff. It confirmed the lower court's decision, which found the dismissals to be unfair under Article 44 of the Workers' Statute and the EU Directive on business transfers, and held the new concessionaire liable, exonerating the outgoing company.

[High Court of Justice of Catalonia Judgment of 7 February 2025 \(Appeal No. 3687/2024\)](#)

This case concerns a dental clinic assistant whose employment contract was terminated for objective reasons due to supervening ineptitude, under Article 52(a) of the Workers' Statute, following a period of temporary disability.

The employee claimed the dismissal was unfair, arguing that the employer had failed to make reasonable accommodations for her physical limitations, in breach of national and international legislation, including the UN Convention on the Rights of Persons with Disabilities and EU case law. The Court acknowledged the employer's duty to ensure the employee's health and safety through reasonable adjustments but clarified that such an obligation is not unlimited and must be balanced against the employer's operational capacity. Given the small size of the dental clinic, the lack of suitable vacancies, and the failure of relocation attempts, the dismissal was deemed justified.

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Legislative Developments

[Law 1/2025 of 1 April on the Prevention of Food Loss and Waste](#) (Official Gazette 2.4.2025)

This legislation amends, with retroactive effect from 2 January 2025, paragraph 2 of Article 15 of the Workers' Statute. It introduces significant changes to the use of temporary contracts due to production-related circumstances in the agricultural and agri-food sectors. Specifically, (i) it recognises agricultural, livestock, and forestry campaigns as valid causal justification for such contracts; and (ii) extends their maximum duration to 120 calendar days per year, compared to the general limit of 90 days, regardless of the number of employees required on any given day. These specific situations must be clearly detailed in the contract. These days may not be consecutive, and companies are required to submit an annual forecast of their intended use of such contracts to employee representatives during the last quarter of each year.

Should you wish to clarify any doubts or gain further insight into any of these matters, you may contact:



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