RocaJunyent Informs

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

In this information alert, we provide a summary of several recent judicial rulings that address key issues in the labour field. These decisions, issued by the Supreme Court and the National Court between January and April 2025, cover topics such as the legality of a strike triggered by the dismissal of a worker, the inclusion of holiday work compensation in holiday pay, the right to stock options in cases of unfair dismissal, and points of interest in collective dismissal matters. Through these rulings, significant implications are outlined for companies and workers, as well as current interpretations of the labour regulations in force in Spain. Moreover, a brief reference is made to the new Law 2/2025, dated 29 April, which amends the termination of employment contracts due to permanent disability.

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Recent Jurisprudencial developments

[Supreme Court Judgment of 12 March 2025 (Appeal No. 82/2023)]

Supreme Court Judgment 1149/2025 addresses a collective dispute filed by the Federation of Services, Mobility and Consumption of UGT against the company Global Sales Solutions Line, S.L., concerning the obligation to include the "holiday hour bonus" in the calculation of holiday pay, as provided in Article 50 of the Second State Collective Agreement for the Contact Centre Sector (currently Article 52 of the Third State Collective Agreement for the Contact Centre Sector). The controversy stems from the company's practice of excluding this bonus from the calculation of holiday pay. The aforementioned conventional article states that "(t)he persons affected by this Agreement shall receive, as remuneration for their annual holidays, the average of what they have received for the holiday, special holiday, Sunday, night shift, and language bonuses indicated in the Agreement, as well as commissions for sales and/or variable production incentives, of an ordinary nature, based on the activity carried out derived from the performance of their job."

The National Court upheld the claim and recognized the workers' right to include the concept in the average remuneration that serves as the basis for holiday pay. The Supreme Court holds that, regardless of the system for compensating work done on holidays, whether it is paid through the specific holiday bonus provided in the collective agreement when compensated with a day off or through the increment provided for overtime hours when not compensated with a day off, according to the options established in the applicable collective agreement, in both cases, effective work on holidays is being remunerated. Therefore, both modalities must receive the same treatment in the calculation of holiday pay, in accordance with Article 50 of the collective agreement. Consequently, it is determined that excluding the "holiday hour bonus" from the calculation of holiday pay, even if paid through the overtime bonus, violates the provisions of the collective agreement, and confirms the National Court's ruling, declaring the affected workers' right to receive the corresponding amount for this bonus during their holidays.

[Supreme Court Judgment of 26 March 2025 (Appeal No. 16/2023)]

The Supreme Court judgment addresses the appeal filed by Grupo Itevelesa SLU against the ruling issued by the Social Chamber of the Superior Court of Justice of Castilla y León on 14 September 2022. The judgment focuses on the collective dispute regarding the legality of the strike called by the Intercentres Committee. The strike was organised in response to the dismissal of a worker, deemed arbitrary, and due to other working conditions affecting the entire workforce (non-coverage of holidays and IT periods, inspection pace, work permits, warnings and sanctions, among others). The high Court evaluates the legality of the strike, emphasising that it is not a solidarity strike

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for the dismissal of the worker but responds to a real professional interest for the rest of the workers, affecting the collective interest of the workforce, thus complying with the provisions of Article 11.1.b) of RD 17/1977, dated 4 March. The judgment concludes that the dismissal of the worker is framed within a broader context of labour conflict, directly affecting the professional interest of workers in defending their jobs and working conditions, with prior claims to such effects. Furthermore, the Supreme Court determines that it was not necessary to make a second mediation attempt for the different phases of the strike, as it was a single conflict. It argues that, although the strike was conducted "intermittently," the appellant company never claimed that the strike modality was abusive or illegal.

Supreme Court Judgment of 9 April 2025 (Appeal No. 3654/2022)

In this judgment, the Supreme Court assesses whether a worker (their heirs in this case) has the right to obtain company shares derived from a stock option plan or its equivalent in cash, after being dismissed before the end of the vesting period for acquiring the shares. The debated issue, therefore, is whether the requirement in stock option plans that the worker must be employed by the company throughout the vesting period to consolidate the right to receive is enforceable and valid in cases where the worker's dismissal has been declared unfair. The stock options analysed by the Supreme Court conditioned vesting on remaining with the company for approximately 4 years, not linked to achieving objectives.

The stock option plan provided for the expiry of the grant in cases where the employment relationship ended during the consolidation period, except in some situations (such as retirement, corporate transaction, or death). The worker was dismissed for disciplinary reasons on 21.12.2017, 5 months before the end of the first vesting period and 20 months before the end of the second vesting period of the shares. This dismissal was classified as unfair by the judicial bodies, a matter that, according to the Supreme Court, cannot be ignored in this case. This termination occurs before the corresponding vesting periods of the concerned shares, a circumstance that requires examining whether there is an exception to the consolidation derived from a termination beyond the worker's control. And the Supreme Court gives an affirmative answer. It understands that this dismissal sought to prevent the worker from opting for the shares whose vesting period ended in 5 months. Furthermore, for the shares vesting in the 20 months following the dismissal, the Supreme Court assesses the indeterminacy of the vesting period itself -the reference is approximately four years, without further specification- announced by the programme and considers that the unfair dismissal should be added to the causes for which maintaining the employment relationship throughout the vesting period was not required (retirement, corporate transaction, etc.). All this, by virtue of Article 1256 of the Civil Code, which states that "*the validity and fulfilment of contracts cannot be left to the discretion of one of the contracting parties*."

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National High Court Judgment of 21 January 2025 (Appeal No. 232/2024)

This Judgment resolves a case of challenging a collective dismissal affecting 408 workers, promoted by the Workers' Representative Commission and the CGT union against the companies STUART DELIVERY S.L., STUART URBAN S.L. (the two companies promoting the collective dismissal as a labour group) and other companies of the STUART group, as well as against the companies of the MUTARES and GEOPOST S.A. group. The Judgment meticulously analyses each of the grounds for challenge presented by the claimants.

Regarding the CGT's standing, which was questioned by the defendant companies, the Court accepted its standing to challenge the collective dismissal since the union demonstrated sufficient representation in at least one of the affected centres and in any case exceeding the 2 percent admitted as sufficient in the STS of 20-7-2016, complying with the provisions of Article 124.1 LRJS. Regarding the challenge to the dismissals of couriers with self-employed worker contracts, the Court upholds the exception of procedural inadequacy, considering that the nature of their contractual relationship should be determined in individual or plural proceedings and not in this collective dismissal challenge procedure. The doctrine excludes the collective dismissal procedural modality as suitable when examining the fraudulent nature of contracts requires attention to the particular characteristics of each one and their particular evolution throughout the contract's life, as happens in the case under review. Regarding the possible joint liability of the other defendant companies, different from those promoting the collective dismissal as a labour group, the lack of passive standing is upheld, considering that they did not form a “pathological group.” Therefore, they could not have the status of employers of the workers affected by the collective dismissal.

Regarding the Stuart Group, regardless of whether there may be common policies or services to all the companies in the group, according to the Court, there is no indication of concealment or fraud aimed at harming workers' rights. Finally, regarding the breach of the Sixth Additional Provision of RD 1483/2012, introduced by Royal Decree 608/2023 (which requires notifying the labour authority and the Ministry of Labour six months in advance of the closure of centres, when it involves the definitive cessation of activity and the dismissal of 50 or more workers), the Court considers that the absence of this notification in due time and form is not a cause for nullity of the collective dismissal, as it is not included as such in Article 124.11 LRJS, reinforcing, therefore, that the grounds for nullity of the collective dismissal are limited. And this, without prejudice to the responsibilities the company may incur with the Labour Authority for omitting it. The judgment concludes that the companies complied with the legal requirements, the reasons for dismissal were real, and there was no violation of labour rights, dismissing the claim and declaring the collective dismissal lawful.

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Legislative Developments

Law 2/2025: Modification of Termination of Employment Contracts due to Permanent Disability

On 30 April 2025, Law 2/2025, dated 29 April, concerning the legal regime for the termination of employment contracts in cases of permanent disability, was published. The statute, which came into force on 1 May 2025, positively regulates a matter on which the Court of Justice of the European Union had already ruled in its Judgment of 18 January 2024 (Case Ca Na Negreta), along with various judicial decisions from Spanish courts. The current Article 49.1 of the Workers' Statute (hereinafter, WS) is updated by adding subsection n), eliminating the automatic termination of the employment contract due to a declaration of severe disability, absolute permanent disability, or total permanent disability.

According to the new provisions of the WS, such termination is subject to the following conditions:

A. When it is not possible to make reasonable adjustments, as they would impose an excessive burden on the company.

   The determination of what constitutes an excessive burden will, in our opinion, generate conflict, as the statute addresses this in generic terms. Specifically, it indicates that particular consideration will be given to the cost of adaptation measures in relation to the size, economic resources, economic situation, and total turnover of the company. The burden will not be considered excessive when sufficiently mitigated by public measures, aids, or subsidies. Objective cost criteria are specified for companies with fewer than 25 employees (the burden will be considered excessive when the cost of adapting the workplace, excluding the portion that may be covered by public aid or subsidies, exceeds the greater of the following amounts: i. The severance pays for unfair dismissal to which the employee would be entitled; ii. 6 months' salary).

B. 2. When there is no vacant position that matches the professional profile and is compatible with the employee's new situation.

C. 3. Express opposition from the employee to accept the proposed job change.

Regarding deadlines and procedures to follow, the employee has a period of 10 calendar days, starting from the notification of the INSS resolution recognising permanent disability, to inform the company in writing of their intention to maintain the employment relationship. The company has a maximum period of 3 months, counted from the date it is notified of the resolution qualifying the permanent disability, to make reasonable adjustments or change the job position. When the adjustment imposes an excessive burden or there is no vacant position, the company has the same period to proceed with

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the termination of the contract. The decision must be justified and communicated in writing to the employee.

It is important to highlight the significant role played by prevention services and occupational risk prevention delegates. Specifically, the statute establishes that prevention services will determine, in accordance with applicable regulations and after consultation with the employee representatives in matters of occupational risk prevention, the scope and characteristics of adjustment measures, including those related to training, information, and health surveillance of the employee, and will identify job positions compatible with the employee's new situation.

Article 48.2 of the WS is also adapted to include that the suspension of the employment relationship, with reservation of the job position, will be considered to continue during the time reasonable adjustments or the change to a vacant and available position are being resolved.

Furthermore, Article 174.5 of the LGSS is adapted so that if the employee continues in the company after the adjustments or job change, the permanent disability pension is suspended, unless it involves an activity compatible as provided in Article 198 of the aforementioned legal text.

Finally, in the procedural realm, Article 120 of the LRJS is amended so that judicial challenges arising from the termination under Article 49.1 n) of the WS will be processed urgently and preferentially.

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






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