

RocaJunyent Informs

Labour Law Department
June 2025



Summary of relevant court judgments: 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 between April and May 2025, the Supreme Court and the High Courts of Justice of Catalonia and Castile and León (Valladolid) will address matters such as the legality of various clauses within a remote working agreement, the subject-matter jurisdiction of the Employment Tribunals, and the possibility of awarding compensation in addition to the statutory amount for unfair dismissal. These judgments will delineate significant implications for both companies and employees, as well as the current interpretations of the labour laws in force in Spain.

Recent Jurisprudencial developments

[Supreme Court Judgment of 2 April 2025 \(Appeal No. 169/2022\)](#)

In this judgment, the Supreme Court rules again on the legality of certain clauses included in remote working agreements imposed by companies as non-negotiated contracts, given that they are not subject to individual negotiation. Accordingly, after analysing the content of the standard remote working agreement, it establishes the following: (i) the company may refer to the relevant sectoral collective agreement for the compensation of expenses arising from remote work, but if said regulation makes no provision in this respect, this does not relieve the company of its obligation to compensate for such expenses; (ii) the company may request that the employee provide their personal telephone number and email address to be contacted in the event of emergencies during the remote provision of services, as this may be necessary for the performance of the employment contract; (iii) exceptions to the right to disconnect cannot be established by the company in the contract itself; rather, a policy must first be drafted by the company following consultation with the employees' legal representatives; (iv) it is not valid to limit an employee's right to revert to in-person work by requiring justification based on specific causes listed in the remote working agreement; (v) it is valid to use the corporation tax depreciation coefficient tables, published by the Ministry of Finance, to determine the useful life of the equipment provided to the employee, as this is an objective parameter; (vi) it is valid to require the employee to maintain the equipment provided for the remote provision of services, and the company may pass on the cost of any repairs to the employee in the event of misuse of said equipment; (vii) it is valid to deduct the value of the company equipment provided to the employee from their final settlement if such equipment is not returned; and (viii) it is lawful to require employees to be reachable during the provision of services under a remote working arrangement.

[Supreme Court Judgment of 9 April 2025 \(Appeal No. 155/2023\)](#)

The Supreme Court resolves a collective dispute concerning the subject-matter jurisdiction of the Social Courts of Oviedo versus the Social Chamber of the High Court of Justice of Asturias. The case involves employees represented in the collective dispute who have an assigned work centre but whose place of service provision is not limited to the locality of said work centre; instead, they travel to different locations within the Principality of Asturias to repair specific faults. In response to this dispute, the Supreme Court declares that where a fixed, assigned work centre exists, subject-matter jurisdiction lies with the social courts competent to resolve disputes arising in the locality where the assigned work centre is based. This jurisdiction is not affected by the fact that the employees travel to other territories to provide their services. To interpret otherwise would mean, by way of example, that all collective disputes affecting pilots, sales representatives, or transport workers who travel to other autonomous communities in the course of their duties would fall under the jurisdiction of the National High Court. The key lies in determining the territorial scope of the effects of the dispute at hand. In the case

adjudicated, it is held that this scope does not extend beyond the judicial district of the Social Courts of Oviedo, where the work centre is located.

Supreme Court Judgment of 7 may 2025 (Appeal No. 101/2024)

In an ordinary appeal arising from a claim challenging an administrative act, the Supreme Court rules on the possibility of forming an *ad hoc* committee to negotiate an Equality Plan following a lack of response from the most representative trade unions.

The Chamber reiterates that, in accordance with Article 5.3 of Royal Decree 901/2020 and the established doctrine of the Supreme Court, the negotiation of an Equality Plan must be conducted with the employees' legal representatives, with the negotiating committee being formed under the legally established terms, and it cannot be substituted by an *ad hoc* committee. Only in very exceptional circumstances (such as a repeated negotiating deadlock attributable to the other party, a refusal to negotiate, or the absence of representative bodies) could it be accepted for the Company to establish the Equality Plan by forming an *ad hoc* negotiating committee, and even then, it would be considered provisional. In the specific case, the company gave the CCOO and UGT unions, in their capacity as the most representative trade unions, a period of ten days to form the negotiating committee for the equality plan. However, faced with a lack of response and given the absence of legal or unified employee representation within the company, it proceeded unilaterally with the drafting of the plan through an *ad hoc* committee of employees. Therefore, the Supreme Court upholds the appeal lodged by the Ministry of Labour and Social Economy, confirming the refusal to register the Equality Plan, given that the company's unilateral action was not lawful, as no exceptional situation of negotiating deadlock was present. The Supreme Court reiterates that difficulties in agreeing upon the Plan do not justify its approval outside the prescribed channels; it is possible to resort to both judicial and extra-judicial means of dispute resolution to demand that negotiations be conducted in good faith.

Judgment of the High of Justice of Castille and León (Valladolid) of 8 April 2025 (Appeal No. 334/2025)

The Social Chamber of the High Court of Justice of Castile and León (Valladolid Seat) resolves an appeal lodged by a company against a judgment at first instance which had declared null and void a company policy that established notice periods and justification requirements for the enjoyment of each of the leaves and licences provided for in the applicable collective agreement. The lower court had found this to be a substantial modification of working conditions for which the legally established procedure had not been followed, as well as being contrary to the provisions of the applicable collective agreement.

In response to said appeal, the High Court declares that the establishment of notice periods and justification requirements for the enjoyment of the leaves and licences provided for in the applicable collective agreement is not contrary to the said collective regulation nor to the Workers' Statute. The court reasons that it is a mere specification

of the notice and justification requirements already mandated in said regulations. Furthermore, it does not constitute a substantial modification of working conditions, but rather an ordinary exercise of the company's managerial prerogative. Therefore, the company policy is deemed valid.

Judgment of the High Court of Justice of Catalonia of 8 April 2025 (Appeal No. 5578/2024)

In this judgment, the High Court of Justice of Catalonia acknowledges the possibility of awarding additional compensation for unfair dismissal beyond that which is established in Article 56 of the Workers' Statute (ET). Specifically, the Social Court of Tortosa had declared the dismissal of an employee to be unfair, ordering the company to pay him €441.35 (the statutory compensation set by Art. 56 ET), from which the amount of €99.70 already received as an end-of-contract payment was to be deducted. It dismissed the claim for supplementary compensation requested by the employee, which is the subject of the present appeal, lodged based on Article 10 of ILO Convention 158 and Article 24 of the Revised European Social Charter (RESC). In response to the employee's appeal, the High Court of Justice of Catalonia rejects the supplementary compensation sought, due to the absence of any damages to be compensated (which were not even minimally specified by the employee), also considering that the employment relationship was envisaged as being of a short duration from the outset. Therefore, in the specific case adjudicated, the additional compensation was not justified. Nevertheless, the Court recognizes the direct applicability of the RESC and, consequently, the possibility that in cases where damages are caused by an unjustified dismissal—which must be proven by the employee—additional compensation may be awarded. Such compensation would be in addition to the amount legally capped in the statutory text and would be adequate to redress the damage caused to the employee and act as a deterrent to the employer. A ruling from the Supreme Court on this matter is expected next July.

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



Mª José Sánchez García
mj.sanchez@rocjunyent.com



Albert Rodríguez Arnaiz
a.rodriiguez@rocjunyent.com



Alberto Novoa Mendoza
a.novoa@rocjunyent.com



Mª Rosa Rodríguez Gutiérrez
r.rodriiguez@rocjunyent.com



Albert Martínez Rodríguez
a.martinez@rocjunyent.com



Pilar Baltar Fillol
p.baltar@rocjunyent.com

Editorial Committee: [Rubén González Rodríguez](#) and [Juan Peña Moncho](#)