

RocaJunyent Informs

Labour Law Department
October 2025



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 court rulings addressing key issues in the labour field. These decisions, issued in September 2025, deal with issues such as the guarantee of compensation in the event of dismissal, whether or not parental leave under Article 48.bis ET is remunerated, and the right to telework in order to care for a family member with a disability as an adjustment to working hours under Article 34.8 ET, among others. These rulings have important implications for companies and workers, as well as current interpretations of Spanish labour regulations.

Recent jurisprudential developments

Judgment of the Constitutional Court (Plenary Session) of 9 September 2025 (rec. no. 1186/2024)

The Constitutional Court is analysing whether the guarantee of indemnity applies to cases in which the worker does not make a claim directly against the company, either in or out of court, but instead makes the claim to the workers' legal representative so that the latter can forward the claim.

In the specific case analysed, on 11 August 2021, the worker sent a letter to the chair of the works council stating that he had been assigned to work a shift in Lanzarote that he was not supposed to work because, according to the weekly schedule, he had been assigned to work in Las Palmas de Gran Canaria.

As a result of the above, the following day, 12 August 2021, the chair of the works council met with the company and managed to have the change to the schedule revoked, but on 28 August 2021, the company informed the worker that their contract was being terminated for objective reasons arising from the termination of the contract with the client. A new multi-service framework agreement with the aforementioned client has been in place since 1 August 2021.

To resolve this issue, the Constitutional Court conducts an in-depth and extensive analysis of the various rulings of the aforementioned constitutional body on the subject of indemnity guarantees, highlighting how the application of this guarantee has been extended to cases in which no legal action has been taken, but preparatory acts have been carried out with a view to taking legal action, as well as to cases in which the company has not been sued directly, but a complaint has been filed through the Labour and Social Security Inspectorate. In view of the above, the Constitutional Court interprets that the legal representation of workers is recognised by law as having the function of monitoring compliance with labour legislation (Art. 64.7.a).1 of the Workers' Statute), as well as the exercise of legal actions against the company, so that it is an appropriate means of resolving disputes that may arise between workers and the company, and therefore constitutes a useful system for avoiding legal proceedings, provided that the complaint is reported to the workers' legal representatives so that they can address the company with regard to said claim.

Therefore, the application of the guarantee of indemnity is recognised for complaints made to the workers' representatives so that This Alert is for informational purposes only and does not constitute legal advice of any kind. act as an intermediary with the company, since interpreting otherwise would undermine the constitutional protection of the right to effective judicial protection.

It is important to bear in mind the provisions of Additional Provision 3 of Organic Law 5/2024 of 11 November on the Right of Defence, which, although not applicable to the specific case for reasons of timing, affirms the broad scope of the guarantee of indemnity:

"1. Workers have the right to indemnity against any adverse consequences they may suffer as a result of any action taken before the company or before an administrative or judicial body to claim their labour rights, whether taken by themselves or by their legal representatives. 2. This protection extends to spouses, civil partners and relatives up to the second degree of consanguinity or affinity who work for the same company, even if they have not taken the action leading to the exercise of their rights."

Supreme Court ruling of 24 September 2025 (appeal no. 917/2024)

The Social Chamber of the Supreme Court has ruled on the appeal for unification of doctrine that was filed against a ruling by the High Court of Justice of Asturias, which had recognised a worker's right to enjoy the requested adjustment to their working hours on the grounds that the company had not complied with the negotiation obligation provided for in Article 34.8 of the Workers' Statute, but had merely rejected the request.

Therefore, the subject of the dispute is whether the fact that there has been no negotiation period in which the company has made proposals, but has merely rejected the request made, even if the rejection is justified, means that the request for adjustment of working hours must be granted.

In response to this question, the Social Chamber of the Supreme Court interprets that the opening of the negotiation period is established in law as a mandatory procedure for the company, and that its omission must have legal consequences with regard to the acceptance of the requested working hours adjustment measures in the event of a legal challenge.

In this sense, the very concept of negotiation must imply that the company genuinely attempts to initiate a debate with the other party on the possibility or impossibility of granting the requested adjustment.

Thus, although nothing would prevent the company from directly accepting the proposal made by the worker, thereby fulfilling the requirement for negotiation on the spot, if this is not the case, a period of negotiation must be initiated, which the legislator has not configured as a simple formality, but as a genuine negotiation aimed at reaching an agreement through proposals and counterproposals, respecting the principle of good faith in negotiations.

Therefore, the law does not allow the company to respond directly to the request with a rejection, even in cases where there are grounds for doing so, or even by offering alternative proposals, as this would constitute a circumvention of the obligation to open

a period of negotiation, which is expressly established in Article 34.8 of the Workers' Statute.

Consequently, the absence of negotiation entails the acceptance of the worker's request for an adjustment to their working hours, with the sole exception of those cases in which the judicial body ruling on the matter interprets that the request for an adjustment to working hours is manifestly unreasonable or disproportionate.

Supreme Court ruling of 9 September 2025 (appeal no. 99/2025)

The collective dispute arose from the interpretation of the concept of "summer period" provided for in the Third State Collective Agreement for the Contact Centre Sector (BOE of 14 March 2023), following the holiday regulations imposed unilaterally by the company.

The trade unions claimed that the summer period, during which workers must enjoy at least two weeks of continuous holidays, should run from the summer solstice to the autumn equinox (in 2025, from 21 June to 21 September). The company, on the other hand, had unilaterally defined the period between 9 June and 14 September 2025.

The National Court upheld the claims filed by the trade union and declared the company regulations null and void insofar as they altered the summer period, arguing that the definition of the agreement does not allow for unilateral modification and must respect traditional practice and the literal meaning of the term "summer" according to its astronomical and socially accepted meaning.

The Supreme Court upheld the lower court's ruling, emphasising that collective agreements must be interpreted according to literal, systematic, historical and finalistic criteria, taking into account the intention of the negotiators and the regulatory function of collective agreements. It also considered that the company could not unilaterally alter the dates of the summer period, as the setting of holidays requires agreement between the company and the workers. The purpose of this summer period is to ensure that holidays coincide with the traditional summer season, promoting rest, family reconciliation and harmony with the school calendar. Therefore, the dates proposed by the company do not respect either the literal wording of the agreement or historical sectoral practice, and their imposition lacks sufficient legal basis.

In conclusion, the Supreme Court dismisses the appeal filed by the employer and upholds the ruling of the National Court, establishing the concept of the summer period from the summer solstice to the autumn equinox, and confirming that the summer period must be defined reasonably, in accordance with the agreement and sectoral tradition, without the possibility of unilateral modification by the company.

Supreme Court ruling of 10 September 2025 (appeal no. 813/2023)

The Supreme Court dismisses the appeal for unification of doctrine filed by a worker against the Canary Islands Accident Mutual Insurance Company (MAC) and the INSS, confirming the termination of her Temporary Disability (IT) benefit. The controversy revolves around whether the worker, who was on sick leave due to meniscal injury, had sufficiently justified her failure to attend a medical examination called by the Mutual Insurance Company on 27 August 2021. The worker had been informed that, in the event of failure to attend the examination, her IT benefit would be suspended as a precautionary measure, and if she did not justify her absence within 10 days, the benefit would be terminated.

The interested party claimed that, after suffering a fall the previous day, a doctor prescribed complete rest for 48 hours, providing the corresponding medical certificate, but outside the legal period of ten days provided for in Article 9 of Royal Decree 625/2014.

The Supreme Court ruling fully confirms the ruling of the High Court of Justice of the Canary Islands and declares it final. In this regard, the Supreme Court emphasises that the aforementioned period is decisive: the justification must be provided before or within ten working days of the appointment to avoid the termination of the benefit. In this case, the worker did not notify by telephone that she was unable to attend, nor did she provide the documentation on time, which, according to the Chamber, demonstrates a lack of diligence required in this type of situation.

The Court also ruled out any contradiction with the 2015 ruling of the High Court of Justice of Galicia, cited as a reference, since in that case the worker, through her son, did immediately notify the Mutual Insurance Company and submitted medical justification within the ten-day period. The Supreme Court thus reaffirms its doctrine: unjustified failure to appear or failure to notify within the ten-day period constitutes valid grounds for termination of the right to temporary disability benefits.

Judgment of the National Court of 30 September 2025 (rec. no. 231/2025)

The Social Chamber of the National Court resolves a collective dispute brought by various trade unions claiming that parental leave regulated in Article 48.bis of the Workers' Statute should be declared remunerated, as a result of Directive (EU) 2019/1158 of the European Parliament.

European Parliament and of the Council of 20 June 2019 on work-life balance for parents and carers, which is the rule from which it derives, has not been correctly transposed into our domestic legal system within the established time limit, as the paid nature of such leave has not been provided for, so that the Directive must be applied directly.

The defendant group of companies opposes this claim on the grounds that it is not of a remunerative nature, as it was conceived as a case of suspension of the contract

pursuant to Article 45.1 o) of the Workers' Statute, and the Directive cannot be directly effective because it is not admissible in relations between private individuals.

In view of these positions, the Social Chamber of the National Court analyses the set of leave provisions established in Spanish law, highlighting that there is currently eight weeks' parental leave in Article 48.bis of the Workers' Statute, which is not financially supported, either privately or publicly, three weeks' breastfeeding leave on average for accumulated hours in Article 37.4 of the Workers' Statute, which is paid for by the company, and a nineteen-week suspension for birth or adoption (following the latest reform) in sections 4 and 5 of Article 48 of the Workers' Statute, of which at least five weeks are dedicated to caring for the child and are financially supported (this conclusion is reached because the generic group of biological mothers is recognized within that period of nineteen weeks, fourteen weeks derived from compliance in our legal system with Article 8 of Council Directive 92/85/ of 19 October 1992, which means that, after deducting those fourteen weeks, the biological mother has five weeks for the care of the child. For other groups, the duration of the suspension linked to the care of the child is longer).

Therefore, the legal system as a whole establishes eight weeks of parental leave that is not financially covered – either through remuneration or financial benefits – and eight weeks of leave that is either well remunerated or covered by financial benefits.

Therefore, at present, Directive (EU) 2019/1158 has been correctly transposed, and the paid nature of parental leave regulated in Article 48.bis of the Workers' Statute must be rejected. For the period prior to the latest reform implemented by Royal Decree-Law 9/2025 of 29 July, the purpose of which was precisely to complete the transposition of the aforementioned Directive, the possibility of direct application is rejected.

[Judgment of the High Court of Justice of Galicia of 5 September 2025 \(rec. 3945/2024\)](#)

The High Court of Justice of Galicia hears an appeal for a request to work remotely (in the form of teleworking) in order to more easily care for the appellant's mother, who has Parkinson's disease. The appellant, a telemarketer, had been providing services on a teleworking basis. However, on 16 January 2024, the company informed her that, as of 19 February, she would have to continue providing her services in person. The worker's reaction was to request teleworking under Article 34.8 ET on 2 February 2024. Initially, the company responded that teleworking was not possible for the project to which she was assigned, but that it would try to see if it was possible to assign her to other projects. Later, as a final response, the company claimed that in the projects to which the employee could be assigned, the work was either "in-person" or there was "oversizing". The High Court of Justice emphasised that the company did not offer the employee any alternative (such as combining teleworking with on-site work) and chose to deny her the possibility of teleworking.

However, for the High Court, the reasons for the refusal (the need for on-site work and overstaffing) were not substantiated, especially considering that she had been working remotely until then. Therefore, it upheld the appeal and ordered the company to recognise teleworking and to compensate the worker with €3,750 for moral damages.

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



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