2. the statement of reasons in the judgment of the General Court is insufficient in so far as a comparison of the LPIS-GIS information which was taken into account for the 2007 reporting year with the information from the new and updated 2009 LPIS-GIS made it clear that the differences and deficiencies are minimal and did not exceed 2.4 % and consequently no reasons are stated to justify the 5 % correction, and further the material arguments of the Hellenic Republic on the quality of the administrative cross-checks were ignored.

Request for a preliminary ruling from the Juzgado de lo Social No 33, Barcelona (Spain) lodged on 9 July 2013 — Andrés Rabal Cañas v Nexea Gestión Documental, S.A., Fondo de Garantía Salarial

(Case C-392/13)

(2013/C 260/65)

Language of the case: Spanish

Referring court

Juzgado de lo Social No 33, Barcelona

Parties to the main proceedings

Applicant: Andrés Rabal Cañas

Defendants: Nexea Gestión Documental, S.A., Fondo de Garantía Salarial

Questions referred

1. Given that it includes within its ambit all 'dismissals effected by an employer for one or more reasons not related to the individual workers concerned', according to the numerical threshold provided for, must the notion of 'collective redundancies' in Article 1(1)(a) of Directive 98/59 [1] be interpreted — in view of its Community scope — as prohibiting or precluding a national implementing or transposing provision that restricts the ambit of that notion solely to particular types of termination, namely, those based on 'economic, technical, organisational or production grounds', as Article 51(1) of the Workers' Statute does?

2. For the purposes of calculating the number of dismissals to be taken into account in order to determine whether it is a case of 'collective redundancies', as defined in Article 1(1) of Directive 98/59, in the form of either 'dismissals effected by an employer' (subparagraph (a)) or 'terminations of an employment contract which occur on the employer's initiative for one or more reasons not related to the individual workers concerned. provided that there are at least five redundancies' (subparagraph (b)), must account be taken of individual terminations by reason of the expiry of fixed-term contracts (on the basis of an agreed date, task or service), as referred to in Article 49(1)(c) of the Workers' Statute?

3. For the purposes of the rule on the non-application of Directive 98/59 laid down in Article [1(2)(a)] thereof, is the concept of 'collective redundancies effected under contracts of employment concluded for limited periods of time or for specific tasks' defined exclusively by the strictly quantitative criterion in Article [1(1)(a)] or does it require the cause of the collective termination also to be derived from the same collective contractual framework for the same duration, service or task?

4. Does the concept of 'establishment', as an essential Community law concept for the purposes of defining 'collective redundancies' in the context of Article 1(1) of Directive 98/59, and in view of the nature of the directive of a minimum standard as provided in Article 5 thereof, lend itself to an interpretation that allows the national provision implementing or transposing that text into the national legal order, Article 51(1) of the Workers' Statute in the case of Spain, to relate the ambit of the calculation of the numerical threshold exclusively to the 'undertaking' as a whole, thereby excluding situations in which, had the 'establishment' been taken as the reference unit, the numerical threshold laid down in that article would have been exceeded?

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[1] Council Directive 98/59/EC of 20 July 1998 on the approximation of the laws of the Member States relating to collective redundancies (OJ 1998 L 225, p. 16)

Request for a preliminary ruling from the Nejvyšší správní soud (Czech Republic) lodged on 11 July 2013 — Ministerstvo práce a sociálních věcí v K. B.

(Case C-394/13)

(2013/C 260/66)

Language of the case: Czech

Referring court

Nejvyšší správní soud

Parties to the main proceedings

Applicant: Ministerstvo práce a sociálních věcí

Other party to the proceedings: Mgr. K. B.

Questions referred

1. Should Article 76 of Council Regulation (EEC) No 1408/71 [1] on the application of social security schemes to employed persons and their families moving within the Community be interpreted to mean that the Czech Republic is a state competent to provide a family benefit — the parental allowance — in circumstances such as those of the present case, i.e. where the applicant and her husband and child live in France, the husband works there, it is the place in which their interests are centred, and the applicant has drawn fully on the PAJE (prestation d'accueil du jeune enfant) family benefit in France?

   If the answer to the first question is in the affirmative:

2. Should the transitional provisions of Regulation (EC) No 883/2004 [2] of the European Parliament and of the Council on the coordination of social security systems be interpreted to mean that they require the Czech Republic to provide the family benefit after 30 April 2010 even though the competence of a state may be affected, as of 1 May 2010, by the new definition of residence under Regulation (EC) No 987/2009 [3] of the European Parliament and of the Council laying down the procedure for implementing Regulation (EC) No 883/2004 on the coordination of social security systems (Article 22 et seq.)?

If the answer to the first question is in the negative:

3. Should Regulation (EC) No 883/2004 of the European Parliament and of the Council on the coordination of social security systems (in particular Article 87) be interpreted to mean that, in circumstances such as those of the present case, the Czech Republic is the state competent to provide a family benefit as of 1 May 2010?

[1] OJ 1971 L 149, p. 2.
[2] OJ 2004 L 166, p. 1.
[3] OJ 2009 L 284, p. 1.

Request for a preliminary ruling from the Satakunnan käräjäoikeus (Finland) lodged on 12 July 2013 — Sähköalojen ammattiliitto ry v Elektrobudowa Spółka Akcyjna

(Case C-396/13)

(2013/C 260/67)

Language of the case: Finnish

Referring court

Satakunnan käräjäoikeus

Parties to the main proceedings

Applicant: Sähköalojen ammattiliitto ry

Defendant: Elektrobudowa Spółka Akcyjna

Questions referred

1.1 May a trade union acting in the interests of workers rely directly on Article 47 of the Charter of Fundamental Rights of the European Union as an immediate source of rights against a service provider from another Member State in a situation in which the provision claimed to be contrary to Article 47 (Article 84 of the Polish Labour Code) is a purely national provision?

1.2 Does it follow from European Union law, in particular the principle of effective legal protection apparent from Article 47 of the Charter of Fundamental Rights of the European Union and Articles 5, second paragraph, and 6 of Directive 96/71/EC, [1] interpreted in conjunction with the freedom of association in trade union matters protected by Article 12 of the Charter, in proceedings concerning claims which have become due for the purposes of that directive in the State in which the work is performed, that the national court must disapply a provision of the labour code of the workers' home State which prevents the assignment of a pay claim to a trade union of the State in which the work is performed, if the corresponding provision of the State in which the work is performed permits the assignment of a pay claim which has become due and hence the status of claimant to a trade union of which all the workers who have assigned their claims are members?

1.3 Must the terms of Protocol No 30 annexed to the Treaty of Lisbon be interpreted as meaning that a national court situated in a country other than Poland or the United Kingdom must take them into account in the event that the dispute in question has a significant link with Poland, in particular where the law applicable to the contracts of employment is Polish law? In other words, does the Polish-British Protocol preclude the Finnish court from determining that the Polish laws, regulations or administrative provisions, practices or measures are contrary to the fundamental rights, freedoms and principles proclaimed in the Charter of Fundamental Rights of the European Union?

1.4 Must Article 14(2) of the Rome I Regulation be interpreted, having regard to Article 47 of the Charter of Fundamental Rights of the European Union, as prohibiting the application of national legislation of a Member State which contains a prohibition of the assignment of claims and demands arising from an employment relationship?

1.5 Must Article 14(2) of the Rome I Regulation be interpreted as meaning that the law applicable to the assignment of claims arising from a contract of employment is the law which applies to the contract of employment in question under the Rome I Regulation, regardless of whether the provisions of another law also affect the content of the individual claim?

1.6. Is Article 3 of Directive 96/71, read in the light of Articles 56 and 57 TFEU, to be interpreted as meaning that the concept of minimum rates of pay covers basic hourly pay according to pay groups, job guarantee pay, holiday allowance, flat-rate daily allowance and compensation for daily travel-to-work time, as those terms of work are defined in a collective agreement declared universally applicable and falling within the scope of the annex to the directive?

1.6.1. Must Articles 56 [and 57] TFEU and/or Article 3 of Directive 96/71/EC be interpreted as precluding Member States in their capacity as 'host State' from imposing, in their national legislation (a universally applicable collective agreement), on service providers from other Member States an obligation to pay compensation for travelling time