Request for a preliminary ruling from the Tribunal Superior de Justicia de Canarias (Spain) lodged on 2 March 2018 — Unión Insular de CC.OO. de Lanzarote v Swissport Spain Aviation Services Lanzarote, S.L.

(Case C-167/18)

(2018/C 211/13)

Language of the case: Spanish

Referring court

Tribunal Superior de Justicia de Canarias

Parties to the main proceedings

Applicant at first instance and appellant at second instance: Unión Insular de CC.OO. de Lanzarote

Defendant at first instance and respondent at second instance: Swissport Spain Aviation Services Lanzarote, S.L.

Questions referred

1. Does Article 1(1) of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses ([1]) apply when an undertaking ceases to hold the contract for the service it is engaged to provide for a client as a result of termination of the contract for the provision of the service, in a labour-intensive business (cleaning of facilities), and the new holder of the contract for the services takes over the majority of the employees assigned to the performance of that service, when those employment contracts are taken over in accordance with the terms of the collective agreement on employment in the cleaning sector?

2. Is the interpretation of the Tribunal Supremo (Supreme Court, Spain), to the effect that a transfer of staff pursuant to the terms of the collective agreement does not constitute a transfer of an undertaking, since it does not satisfy the requirement of voluntary transfer, and that, consequently, Directive 2001/23 does not apply, compatible with that directive (as interpreted by the Court of Justice of the European Union)?

3. May the rules laid down in Directive 2001/23 be considered to mean that, where, in cases involving undertakings in the services sector, the collective agreement for that sector lays down an obligation to take over the employees, this constitutes a transfer of staff and, therefore, a transfer of undertakings within the meaning of the aforementioned directive?

4. Is Article 14 of the Convenio Colectivo de Limpieza de Edificios y Locales de la Provincia de Las Palmas 2012/2014 (Collective Agreement applicable to the Cleaning of Buildings and Premises in the Province of Las Palmas 2012/2014) — which provides, in cases in which employees are taken over by another undertaking pursuant to the collective agreement, that the employees taken over do not retain either the rights and obligations which they held with the transferor undertaking or the working conditions established by collective agreement — compatible with Article 3 of Directive 2001/23?

([1]) OJ 2001 L 82, p. 16.

Request for a preliminary ruling from the Tribunal Supremo (Spain) lodged on 7 March 2018 — Club de Variedades Vegetales Protegidas v Adolfo Juan Martínez Sanchís

(Case C-176/18)

(2018/C 211/14)

Language of the case: Spanish

Referring court

Tribunal Supremo

Parties to the main proceedings

Appellant: Club de Variedades Vegetales Protegidas

Respondent: Adolfo Juan Martínez Sanchís

Questions referred

1. When a farmer has purchased some plants belonging to a plant variety from a nursery (establishment owned by a third party) and planted them before the grant of the variety right has come into effect, in order for the subsequent activity of that farmer of collecting the successive harvests to be covered by the *ius prohibendi* in Article 13(2) of Regulation (EC) No 2100/94, ([1]) must the requirements under Article 13(3) be satisfied for Article 13(2) to be interpreted as relating to harvested material? Or must Article 13(2) be interpreted as meaning that the activity of harvesting is an act of production or reproduction of the variety which results in 'harvested material', whose prohibition by the holder of the plant variety does not require the conditions in Article 13(3) to be satisfied?

2. Is an interpretation to the effect that the cumulative protection scheme covers all of the acts listed in Article 13(2) that refer to 'harvested material' and also the harvest itself, or that it covers only acts subsequent to the collection of that harvested material, whether the storage or marketing of that material, compatible with Article 13(3) of Regulation (EC) No 2100/94?

3. In applying the scheme for extending the cumulative protection to 'harvested material', provided for in Article 13(3) of Regulation (EC) No 2100/94, in order for the first condition to be satisfied, is it necessary for the purchase of the plants to have taken place after the holder obtained Community protection for the plant variety, or [Or.10] is it sufficient that at that time the plant variety enjoyed provisional protection, as the purchase took place in the period between publication of the application and the grant of the plant variety right coming into effect?

([1]) Council Regulation (EC) No 2100/94 of 27 July 1994 on Community plant variety rights (OJ 1994 L 227, p. 1).

Request for a preliminary ruling from the Juzgado de lo Contencioso-Administrativo de Madrid (Spain) lodged on 7 March 2018 — Almudena Baldonedo Martín v Ayuntamiento de Madrid

(Case C-177/18)

(2018/C 211/15)

Language of the case: Spanish

Referring court

Juzgado de lo Contencioso-Administrativo de Madrid

Parties to the main proceedings

Applicant: Almudena Baldonedo Martín

Defendant: Ayuntamiento de Madrid

Questions referred

1. Is it correct to interpret Clause 4 of the framework agreement as meaning that a situation such as that described in the present case, in which an interim civil servant carries out the same work as a career civil servant (who is not entitled to an allowance because the situation that would warrant it does not exist under the legal regime applicable to him) is not consistent with the situation described in that clause?