

2. Must Clause 8(2) of the 'revised Framework Agreement on Parental Leave' (Directive 2010/18), and, more specifically, the provision in accordance with which '[i]mplementation of the provisions of this agreement shall not constitute valid grounds for reducing the general level of protection afforded to workers in the field covered by this agreement', be interpreted as meaning that, should a Member State fail to implement Directive 2010/18 expressly, the scope of the protection which that State itself defined in transposing the earlier Directive 96/34<sup>(2)</sup> may not be reduced?

Only if the answer to either of those two questions is in the affirmative, Directive 2010/18 being considered applicable to an 'associative-work' relationship such as that of the applicant, will the other questions which follow be justified, for the reasons set out below.

3. Must Clause 6 of the new 'revised Framework Agreement on Parental Leave', incorporated in Directive 2010/18, be interpreted as meaning that the national implementing provision or agreement must incorporate and make explicit the obligations of employers to 'consider' and 'respond to' the requests of its workers for 'changes to ... working hours and/or patterns', when returning from parental leave, taking into account both employers' and workers' needs, and that the implementing mandate cannot be understood to be have been complied with by means of national rules — legislative or those of cooperatives — which make the effectiveness of such a right conditional solely upon the mere discretion of the employer as to whether or not to grant such requests?
4. Must it be found that Clause 6 [of the] 'Revised Framework Agreement on Parental Leave' — in the light of Article 3 of Directive [2010/18] and the 'Final provisions' in Clause 8 of the Agreement — has, where there has been a failure to transpose, 'horizontal direct effect' as a result of being a minimum Community standard?

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(<sup>1</sup>) Council Directive 2010/18/EU of 8 March 2010 implementing the revised Framework Agreement on parental leave concluded by BUSINESSEUROPE, UEAPME, CEEP and ETUC and repealing Directive 96/34/EC. OJ 2010 L 68, p. 13.

(<sup>2</sup>) Council Directive 96/34/EC of 3 June 1996 on the framework agreement on parental leave concluded by UNICE, CEEP and the ETUC. OJ 1996 L 145, p. 4.

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**Request for a preliminary ruling from the Juzgado de lo Social No 2 de Terrassa (Spain) lodged on 22 July 2014 — Juan Miguel Iglesias Gutiérrez v Bankia, S.A. and Others**

(Case C-352/14)

(2014/C 339/14)

*Language of the case: Spanish*

**Referring court**

Juzgado de lo Social No 2 de Terrassa

**Parties to the main proceedings**

*Applicant:* Juan Miguel Iglesias Gutiérrez

*Defendants:* Bankia, S.A., Sección Sindical UGT, Sección Sindical CCOO, Sección Sindical ACCAM, Sección Sindical CSICA, Sección Sindical SATE and Fondo de Garantía Salarial

**Questions referred**

1. Are Article 56 of the Worker's Statute (Royal legislative decree 1/1995 of 24 March), the Fifth transitional provision of Law 3/2012 of 6 July on urgent measures for the reform of the labour market and Articles 123 and 124.13 of Law 36/2011 of 10 October governing the social courts (Ley Reguladora de la Jurisdicción Social, which refers to the other provisions) contrary to Articles 107 and 108 of the consolidated version of the Treaty on the Functioning of the European Union, inasmuch as they materially increase the compensation authorised by the Decision of the European Commission in the case 'State aid SA.35253 (2012/N) Spain. Restructuring and Recapitalisation of the BFA Group'?

2. Is an interpretation of those national provisions that would allow the court, in the event that the dismissal is held to be fair, to adjust the compensation to the legal minimum provided for under national law contrary to the abovementioned provisions of EU law and to the Decision of the European Commission in the case ‘State aid SA.35253 (2012/N) Spain. Restructuring and Recapitalisation of the BFA Group’?
3. Is an interpretation of those national provisions that would allow the court, in the event that the dismissal is held to be unfair, to adjust the compensation to the amounts provided for under the agreement reached in the consultation period, provided that those amounts are greater than the legal minimum but lower than the legal maximum, contrary to the abovementioned provisions of EU law and to the Decision of the European Commission in the case ‘State aid SA.35253 (2012/N) Spain. Restructuring and Recapitalisation of the BFA Group’?

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**Request for a preliminary ruling from the Juzgado de lo Social Terrassa (Spain) lodged on 22 July 2014 — Elisabet Rion Bea v Bankia, S.A. and Others**

(Case C-353/14)

(2014/C 339/15)

*Language of the case: Spanish*

**Referring court**

Juzgado de lo Social No 2 de Terrassa

**Parties to the main proceedings**

*Applicant:* Elisabet Rion Bea

*Defendants:* Bankia, S.A., Sección Sindical UGT, Sección Sindical CCOO, Sección Sindical ACCAM, Sección Sindical CSICA, Sección Sindical SATE and Fondo de Garantía Salarial

**Questions referred**

1. Are Article 56 of the Worker’s Statute (Royal legislative decree 1/1995 of 24 March), the Fifth transitional provision of Law 3/2012 of 6 July on urgent measures for the reform of the labour market and Articles 123 and 124.13 of Law 36/2011 of 10 October governing the social courts (*Ley Reguladora de la Jurisdicción Social*, which refers to the other provisions) contrary to Articles 107 and 108 of the consolidated version of the Treaty on the Functioning of the European Union, inasmuch as they materially increase the compensation authorised by the Decision of the European Commission in the case ‘State aid SA.35253 (2012/N) Spain. Restructuring and Recapitalisation of the BFA Group’?
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  3. Is an interpretation of those national provisions that would allow the court, in the event that the dismissal is held to be unfair, to adjust the compensation to the amounts provided for under the agreement reached in the consultation period, provided that those amounts are greater than the legal minimum but lower than the legal maximum, contrary to the abovementioned provisions of EU law and to the Decision of the European Commission in the case ‘State aid SA.35253 (2012/N) Spain. Restructuring and Recapitalisation of the BFA Group’?
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