

2. Do Articles 3, in conjunction with [point 1(e) of the annex], 4(1), 6(1) and 7(1) of Directive 93/13 preclude a judicial interpretation that, when a term in a loan agreement that sets the rate of default interest is declared unfair, identifies, as the object of the review of unfairness, the fact that that rate exceeds the ordinary interest rate, on the grounds that it constitutes 'disproportionately high compensation imposed on the consumer who has not performed his obligations', and establishes as the consequence of the declaration of unfairness that that additional charge must cease to apply, so that only ordinary interest continues to accrue until the loan has been repaid?
3. If the second question were to be answered in the negative: must a declaration that a term setting a rate of default interest is void, because unfair, have other effects in order to be compatible with Directive 93/13, such as, for example, the total elimination of both ordinary and default interest, when the borrower fails to perform his obligation to make the loan repayments within the time-limits stipulated in the agreement, or the charging of statutory interest?

⁽¹⁾ Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).

**Request for a preliminary ruling from the Juzgado de lo Social No 2 de Terrassa (Spain) lodged on
22 February 2017 — Gardenia Vernaza Ayovi v Consorci Sanitari de Terrassa**

(Case C-96/17)

(2017/C 151/26)

Language of the case: Spanish

Referring court

Juzgado de lo Social No 2 de Terrassa

Parties to the main proceedings

Applicant: Gardenia Vernaza Ayovi

Defendant: Consorci Sanitari de Terrassa

Questions referred

1. Is the remedy provided by the legal system when a disciplinary dismissal is held to be unlawful and, in particular, the remedy under Article 96(2) of the Real Decreto Legislativo 5/2015 (Royal Legislative Decree 5/2015) of 30 October approving the consolidated text of the Ley del Estatuto Básico del Empleado Público (Law on the basic regulations relating to public servants), to be regarded as covered by the concept of 'employment conditions' under Clause 4(1) of Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work ⁽¹⁾ concluded by ETUC, UNICE and CEEP?
2. Would a situation, such as that provided for in Article 96(2) of the Real Decreto Legislativo 5/2015 (Royal Legislative Decree 5/2015) of 30 October approving the consolidated text of the Ley del Estatuto Básico del Empleado Público (Law on the basic regulations relating to public servants), in which the disciplinary dismissal of a permanent worker, when that dismissal is held to be wrongful, that is to say unlawful, always requires the reinstatement of the worker, but when the worker is subject to an indefinite or temporary contract performing the same duties as a permanent worker permits that worker not to be reinstated in return for compensation, be discriminatory under Clause 4(1) of Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP?
3. Would unequal treatment be justified in the same situation as in the question above, not in the light of the Directive but of Article 20 of the Charter of Fundamental Rights of the European Union?

⁽¹⁾ OJ 1999, L 175, p. 43.