

**Request for a preliminary ruling from the Tribunale Amministrativo Regionale per la Lombardia (Italy) lodged on 4 June 2018 — Shell Italia E & P SpA v Ministero dello Sviluppo Economico and Others**

(Case C-365/18)

(2018/C 294/33)

*Language of the case: Italian*

**Referring court**

Tribunale Amministrativo Regionale per la Lombardia

**Parties to the main proceedings**

*Applicant:* Shell Italia E & P SpA

*Defendants:* Ministero dello Sviluppo Economico, Ministero dell'Economia e delle Finanze, Autorità per l'energia elettrica, il Gas e il Sistema idrico

**Question referred**

Do Article 6(1) and the sixth recital of Directive 94/22/EC <sup>(1)</sup> preclude national legislation, in particular Article 19(5-bis) of Legislative Decree No 625 of 1996, which, by reason of the interpretation provided by the Consiglio di Stato in judgment No 290/2018, allows the imposition, in the context of the payment of royalties, of the QE (energy share) parameter, based on the listed prices of oil and other fuels, rather than on the basis of the PFOR index, which is pegged to the price of gas on the short-term market?

<sup>(1)</sup> Directive 94/22/EC of the European Parliament and of the Council of 30 May 1994 on the conditions for granting and using authorisations for the prospection, exploration and production of hydrocarbons (OJ 1994 L 164, p. 3).

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**Request for a preliminary ruling from the Juzgado de lo Social de Madrid (Spain) lodged on 5 June 2018 — José Manuel Ortiz Mesonero v Unión Temporal de Empresas Luz Madrid Centro (comprising the commercial companies SICE, S.A., URBALUX, S.A., IMES.A.PI, S.A., EXTRALUX, S.A., and CITELUM IBÉRICA, S.A.)**

(Case C-366/18)

(2018/C 294/34)

*Language of the case: Spanish*

**Referring court**

Juzgado de lo Social de Madrid

**Parties to the main proceedings**

*Applicant:* José Manuel Ortiz Mesonero

*Defendant:* Unión Temporal de Empresas Luz Madrid Centro (comprising the commercial companies SICE, S.A., URBALUX, S.A., IMES.A.PI, S.A., EXTRALUX, S.A., and CITELUM IBÉRICA, S.A.)

### Question referred

Do Articles 8, 10 and 157 of the Treaty on the Functioning of the European Union, Article 3 of the Treaty on European Union, Article 23 and Article 33(2) of the Charter of Fundamental Rights, and Article 1 and Article 14(1) of Directive 2006/54,<sup>(1)</sup> all taken in conjunction with Directive 2010/18<sup>(2)</sup> implementing the Framework Agreement on parental leave, preclude a rule of national law such as Article 37(6) of the Workers' Statute, which makes it a requirement that in order to exercise the right to reconcile family life and working life so as to be able to care directly for children or family members for whom they are responsible, workers must in all cases reduce their ordinary working hours, with a consequent proportional reduction in salary?

<sup>(1)</sup> Directive 2006/54/EC of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (OJ 2006 L 204, p. 23).

<sup>(2)</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).

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**Request for a preliminary ruling from the Tribunal Supremo (Spain) lodged on 4 June 2018 — María Teresa Aragón Carrasco, María Eugenia Cotano Montero, María Gloria Ferratges Castellanos, Raquel García Ferratges, Elena Muñoz Mora, Ángela Navas Chillón, Mercedes Noriega Bosch, Susana Rizo Santaella, Desamparados Sánchez Ramos, Lucía Santana Ruiz and Luis Salas Fernández (heir of Lucía Sánchez de la Peña) v Administración del Estado**

(Case C-367/18)

(2018/C 294/35)

*Language of the case: Spanish*

### Referring court

Tribunal Supremo

### Parties to the main proceedings

*Applicants:* María Teresa Aragón Carrasco, María Eugenia Cotano Montero, María Gloria Ferratges Castellanos, Raquel García Ferratges, Elena Muñoz Mora, Ángela Navas Chillón, Mercedes Noriega Bosch, Susana Rizo Santaella, Desamparados Sánchez Ramos, Lucía Santana Ruiz and Luis Salas Fernández (heir of Lucía Sánchez de la Peña),

*Defendant:* Administración del Estado

### Questions referred

1. Must Clause 4 of the Framework Agreement on fixed-term work, set out in the Annex to Directive 1999/70,<sup>(1)</sup> be interpreted as meaning that it precludes the Spanish legislation which, in Article 12(3) of the Texto refundido del Estatuto [Básico] del Empleado Público (Real Decreto Legislativo [5]/2015, de 30 de octubre) (Consolidated text of the [Basic] Regulations governing public employees (Royal Legislative Decree [5]/2015 of 30 October)), provides for termination of appointment, at the discretion of the employer, without compensation and, conversely, in Article 49(1)(c) of the Texto refundido del Estatuto los Trabajadores (Real Decreto Legislativo 2/2015, de 23 de octubre) (Consolidated text of the Workers' Statute (Royal Legislative Decree 2/2015 of 23 October)), provides for compensation when a contract of employment is terminated on account of certain legally specified reason(s)?
2. If the answer to Question 1 is in the negative, does Clause 5 of the Framework Agreement cover a measure such as that introduced by the Spanish legislature, consisting in fixing compensation of 12 days' salary for every year of service, to be received by the worker at the end of a temporary contract even if the temporary employment has been limited to a single contract?