



Andersen Update Employment Law News

REGULATIONS

Council of Ministers Agreement of June 9, 2026, approving the measures and action plans for summer 2026.

- The Council of Ministers has approved the labor and employment measures planned for summer 2026, aimed in particular at protecting employees' health and safety during periods of high temperatures.

The National Institute for Occupational Safety and Health will launch an information campaign aimed at companies and employees, while the Labor and Social Security Inspectorate will carry out specific inspection campaigns in coordination with the autonomous communities.

Actions will be stepped up in sectors with greater exposure to heat, such as agriculture, construction, and other activities particularly affected during the summer. Priority will also be given to complaints relating to heat stress.

The Labor and Social Security Inspectorate will send electronic communications to companies to inform them of the mandatory regulations and the preventive measures required in relation to heat exposure, together with technical materials prepared by the National Institute for Occupational Safety and Health on occupational risks arising from or aggravated by climate change.

Compliance monitoring will also be strengthened with respect to registration and Social Security contribution obligations, as well as regulations on the employment of foreign nationals, particularly in sectors that see increased activity during the summer, such as agriculture, hospitality, and retail.

Resolution of May 8, 2026, of the Directorate-General of the State Public Employment Service, establishing the self-assessment and certification process for occupational risk prevention training completed by employees under the special employment relationship for household service.

- The Resolution of May 8, 2026, published in the Official Gazette on May 15, 2026 and effective from such date, establishes the training activities, self-assessment system, and certification procedure for occupational risk prevention training for household employees. The training will be delivered through the "eFundae" platform and will cover seven (7) areas: cleaning tasks; preparing and serving meals and beverages; driving vehicles; caring for people; night work or live-in work; handling pets; and gardening work.

The training will include periodic monitoring checks to verify learning outcomes. Those who complete at least 75% of these checks may obtain a certificate of participation. Those who also successfully pass 75% of the assessments will be entitled to a certificate of achievement. Both the certificate and the certificate of achievement will be available on the "eFundae" platform.



RULINGS OF INTEREST

High Court of Justice of the Canary Islands — Las Palmas de Gran Canaria (Social Chamber) Judgment No. 848/2026 of June 11, 2026 (Appeal No. 156/2026). An employee cannot be required to disclose a baby's specific illness when a medical report confirms the need for care.

- > The High Court of Justice of the Canary Islands recognized an employee's right to paid leave under Article 37.3.b) of the Labor Act to care for her fifteen (15)-month-old infant. The employee had submitted a report from the public health service stating that the child needed maternal care for three (3) days. However, the company denied the leave because the report did not specify the illness or its severity.

The Court held that medical confirmation of the actual need for care was sufficient. It rejected the idea that the employee could be required to disclose specific information about the child's health, since this is specially protected information. The Court also interpreted the leave from a gender and child-protection perspective, taking into account the particular vulnerability of a baby and the best interests of the child.

The judgment concluded that the company's refusal breached the employee's fundamental right not to suffer discrimination on grounds of sex and, by association, the child's own right not to suffer discrimination. As a result, the Court declared the company's decision null and void, recognized her right to the full leave requested, and ordered the company to reimburse the employee the 84.12 euros deducted from her salary. It also ordered the company to pay 1,500 euros in compensation to the employee and a further 1,500 euros to her child for the emotional distress suffered.

Supreme Court (Social Chamber) Judgment No. 516/2026 of May 28, 2026 (Appeal No. 155/2025). The attendance bonus does not accrue during temporary disability leave.

- > The Supreme Court ruled on whether employees are entitled to receive the attendance bonus when they are absent on paid leave—for example, due to the death of a family member, hospitalization, the fulfillment of an unavoidable public or personal duty, prenatal examinations, or other similar circumstances—or when they are on temporary disability leave.

The judgment establishes two clear criteria. First, the attendance bonus is a salary item linked to ordinary work activity and must therefore be paid in full during any leave periods that the law treats as paid. Collective bargaining agreements may not provide otherwise. Second, during temporary disability leave, whether due to common illness or a workplace accident, the employment contract is suspended and the bonus does not accrue.

In light of this judgment, companies should review their compensation policies for statutory leave periods to ensure that all salary items linked to ordinary work activity continue to be paid during these absences, regardless of what the applicable collective bargaining agreement provides.

Supreme Court (Social Chamber) Judgment No. 513/2026 of May 27, 2026 (Appeal No. 123/2025). Paid leave covers the entire on-call shift on the day it is taken.

- > The judgment resolves a dispute over how paid leave should be counted when the employee taking the leave is scheduled for a 12- to 24-hour on-call shift that day. The Court held that the common practice of counting only eight (8) hours as leave and requiring the employee either to make up the remaining hours or go unpaid for them is contrary to the collective bargaining agreement.



The Court concluded that, where a collective bargaining agreement grants leave in days without setting an hourly equivalent, each day of leave covers the full scheduled working day, even if it involves an on-call shift of up to twenty-four (24) hours. Any other interpretation would make the leave partially unpaid and prevent it from fulfilling its purpose.

In this case, the only exception would be personal days, since the applicable collective bargaining agreement expressly provides that each such day is equivalent to an ordinary eight (8)-hour working day.

Supreme Court (Social Chamber) Judgment No. 491/2026 of May 20, 2026 (Appeal No. 124/2025). A contractual clause allowing working hours to be changed for organizational reasons is null and void.

> The Supreme Court has held that a clause commonly used in certain employment contract templates is null and void. The clause allowed the company to reserve the right to change working hours “for organizational reasons,” subject only to compliance with the maximum working hours established by law and the applicable collective bargaining agreement.

The judgment holds that the clause is null and void because it allows working hours, which are a substantial working condition, to be changed without following the procedure set out in Article 41 of the Labor Act. That procedure requires notice, a consultation period, and, where applicable, an agreement with the employees’ legal representatives. Because the company reserved this power unilaterally and outside that procedure, the clause is not valid.

The Supreme Court notes that this doctrine had already been applied to similar wording referring to “service needs” and now extends it to clauses that use the term “organizational needs.” As a result, companies should review their employment contract templates and remove any clause that allows working hours to be changed outside the legally established process.

Supreme Court (Social Chamber) Judgment No. 441/2026 of April 22, 2026 (Appeal No. 73/2025). Requiring employees to use a deficient digital platform as the sole channel for communicating with Human Resources is null and void.

> The Supreme Court upheld the finding that the company’s decision to make a digital platform the only channel for employees to submit sick leave notices, absence certificates, leave of absence requests, salary advance requests, and similar requests to Human Resources was null and void. The company had also disabled the email and in-person channels employees had been using until then.

The judgment recognizes that companies may implement digital tools as part of their management and organizational authority, and may even make them the main channel of communication. What they may not do is impose them as the only channel when the tools have proven shortcomings. In this case, employees could not attach documents directly from workplace computers, had to use their manager’s personal phone to upload files, and the system’s average response time was 14 to 17 days, which was incompatible with the urgency required for certain types of leave and requests.

The Court noted that it has previously allowed traditional channels to be replaced by digital tools, but only where those tools were shown to be more functional and easily accessible. Where the imposed tool is less effective than the channels it replaces, management authority cannot be used to restrict employees’ rights.

Companies considering the digitalization or centralization of internal communication channels should therefore ensure that the tool they introduce is genuinely accessible and functional, and that it allows all types of requests to be handled quickly enough before traditional channels are eliminated.



Supreme Court (Social Chamber) Judgment No. 331/2026 of Friday, March 27, 2026 (Appeal No. 231/2024). Effective control over subcontracted employees may point to an unlawful supply of labor.

> The Supreme Court confirmed that the delivery drivers hired by several partner companies had been unlawfully supplied to the main company. Although the subcontractors provided the vehicles, managed vacation time, and formally held disciplinary authority, the service was in practice organized by the main company. It assigned packages and routes, provided training, supplied uniforms and work tools, and issued instructions through electronic devices that allowed it to monitor each driver's activity and location in real time. In practice, the contractors did little more than provide labor and vehicles, while the main company exercised actual management and control.

The Court did, however, partially uphold the appeal with respect to the amount of the fine. It found that the arrangements with the different contractors were not separate infringements, but a single continuing infringement, since they all followed the same pre-designed business model. The Court therefore upheld the classification of the conduct as a very serious infringement for the unlawful supply of labor, but reduced the fine from 185,800 euros to 50,000 euros, taking into account the persistence of the conduct and the large number of employees affected.



Contact Andersen Employment Team

[Victoria Caldevilla](#), Partner at Andersen
[Germán Martínez](#), Partner at Andersen



COMMENT OF THE MONTH

THE EU PAY TRANSPARENCY DIRECTIVE: THE RULE THAT WILL CHANGE HOW COMPANIES THINK ABOUT PAY AND BENEFITS

The EU Pay Transparency Directive—Directive (EU) 2023/970 of May 10, 2023—is the EU’s key instrument for strengthening the principle of equal pay for men and women for the same work or work of equal value.

The deadline for transposing the Directive expired on June 7. The Directive introduces new labor obligations for companies, both before hiring and during the employment relationship, and represents a major legal and organizational challenge.

For years, companies have treated pay as a “black box”: salaries were closely guarded, and invisible pay differences, both within the company and externally, remained largely untouched. Transparency changes that completely. But transparency does not mean making individual salaries public. It means a shift in approach, with new obligations designed to ensure equal pay. Nor does transparency mean unlimited disclosure. This distinction matters from a legal and organizational standpoint, and also in the context of labor relations with unions.

Transparency also does not mean uniformity. Companies may still pay different salaries to different employees. But they will need to be able to explain those differences using neutral, objective criteria based on skills, effort, responsibility, and working conditions, as well as any other factor that may be relevant to the specific position or job.

Finally, transparency will also require companies to build a proper framework for job evaluation and pay policies. It will also become a pay compliance exercise, in which legal pay compliance reports will play an important role.

The 10 key legal points of the Directive that companies should bear in mind, pending approval of Spain’s transposition legislation, are as follows:

Key point 1: Purpose (Article 1). The Directive sets minimum requirements to strengthen the principle of equal pay for men and women for the same work or work of equal value, as laid down in Article 157 of the Treaty on the Functioning of the European Union. It does so mainly through pay transparency and other enforcement mechanisms. Pay transparency is therefore not an end in itself. It is a tool for strengthening equal pay and preventing pay discrimination between women and men.

Key point 2: Scope (Article 2). The Directive applies to employers in both the private and public sectors. It also applies to all employees with an employment contract and to job applicants.

Key point 3: Same work and work of equal value (Article 4). The Directive requires Member States to ensure that employers have pay structures in place that guarantee equal pay for the same work or work of equal value. To achieve this, employers must use analytical tools and methods that support gender-neutral job evaluation and classification systems and rule out gender-based pay discrimination.



Key point 4: Right to pay information (Article 7). The Directive gives all employees a new right to request and receive written information on their individual pay level and on average pay levels, broken down by sex, for categories of employees who perform the same work as them or work of equal value. Employers must provide this information within a reasonable period and, in any event, within two (2) months of the request.

Key point 5: Pay gap between male and female employees (Article 9). The Directive sets out in detail the information employers must report on the gender pay gap. This includes complementary or variable pay components; median pay levels; median levels of complementary or variable pay components; the proportion of male and female employees receiving such components; the proportion of employees in each pay quartile; and information by employee category, broken down by ordinary basic wage or salary and complementary or variable pay components. This information will be mandatory for companies with more than 250 employees by June 7, 2027 at the latest, and every year thereafter.

Key point 6: Joint pay assessment (Article 10). Employers will have to carry out a joint pay assessment with employee representatives when the following three (3) conditions are met: (i) the pay information submitted shows a difference of at least 5% in the average pay level of female and male employees in any category; (ii) the employer has not justified that difference on the basis of objective, gender-neutral criteria; and (iii) the employer has not corrected the unjustified difference within six (6) months of submitting the pay information.

Key point 7: Protection of pay data (Article 12). The Directive provides that, where disclosing pay information would directly or indirectly reveal the pay of an identifiable employee, Member States may decide that access to that information should be limited to employee representatives, the Labor and Social Security Inspectorate, or the equality body.

Key point 8: Right to compensation and proceedings on behalf of employees (Articles 15 and 16). Employees who suffer harm as a result of a breach of the rights and obligations relating to equal pay may seek full compensation before the courts, with no pre-established cap. The Directive also regulates collective claims, which may help uncover systemic discrimination and bring greater visibility to equal pay and gender equality across society.

Key point 9: Reversal of the burden of proof (Article 18). Where employees present facts before a court that give rise to a presumption of direct or indirect pay discrimination, they will benefit from the reversal of the burden of proof. In those cases, companies will have to prove that the alleged discrimination did not occur.

Key point 10: Limitation period (Article 21). The Directive provides for a three (3)-year limitation period, instead of the one (1)-year period currently established under Spanish law, for bringing claims for pay differences arising from discrimination for periods that are not time-barred.



At ANDERSEN, we believe companies should, at a minimum, begin preparing the following pay transparency-related information required under the Directive: (i) job lists and job evaluations; (ii) pay policies and salary bands; (iii) transparent salary offers and amendments to contractual pay clauses; (iv) protocols for providing pay information to employees; (v) annual gender pay gap reports; (vi) joint pay assessments; (vii) pay registers and salary audits; and (viii) equality plans adapted to pay transparency requirements.

Companies that get ahead of these requirements will clearly have a competitive advantage. They will also be better positioned to avoid unwanted financial exposure in labor inspections and employment litigation involving pay and pay discrimination.

Victoria Caldevilla
Labor Partner at ANDERSEN IBERIA

