



Andersen Update Employment Law News

REGULATIONS

December 3rd Law 9/2025, on Sustainable Mobility. Mobility to work becomes a structural element of the labor organization.

- Law 9/2025 establishes that companies with more than 200 employees, or 100 per shift, must elaborate Sustainable Mobility to Work Plans (“PMST”), based on a previous diagnosis and subject to collective bargaining. These plans must include measures for sustainable transportation, active mobility, remote working, road safety and carbon footprint compensation, applicable to employees, suppliers and visitors.

In addition, the Law creates the Integrated Mobility Data Space (“EDIM”) to guarantee traceability and information management, reinforces monitoring through biannual reports and establishes a specific sanctioning regime, making labor mobility an area that can be audited by the labor authority.

December 23 Royal Decree-Law 16/2025, Revaluation of pensions for 2026 and complementary measures regarding Social Security.

- The Council of Ministers approved the Royal Decree-Law, which updates the pensions of the Social Security system, Passive Classes and other public benefits for the year 2026.

Among the modifications, it is worth mentioning several technical adjustments in contribution matters, including the updating of minimum bases and contribution groups according to the SMI, the fixing of the maximum contribution base at 5,101.20 euros, as well as the contribution corresponding to the Intergenerational Equity Mechanism at 0.90%.

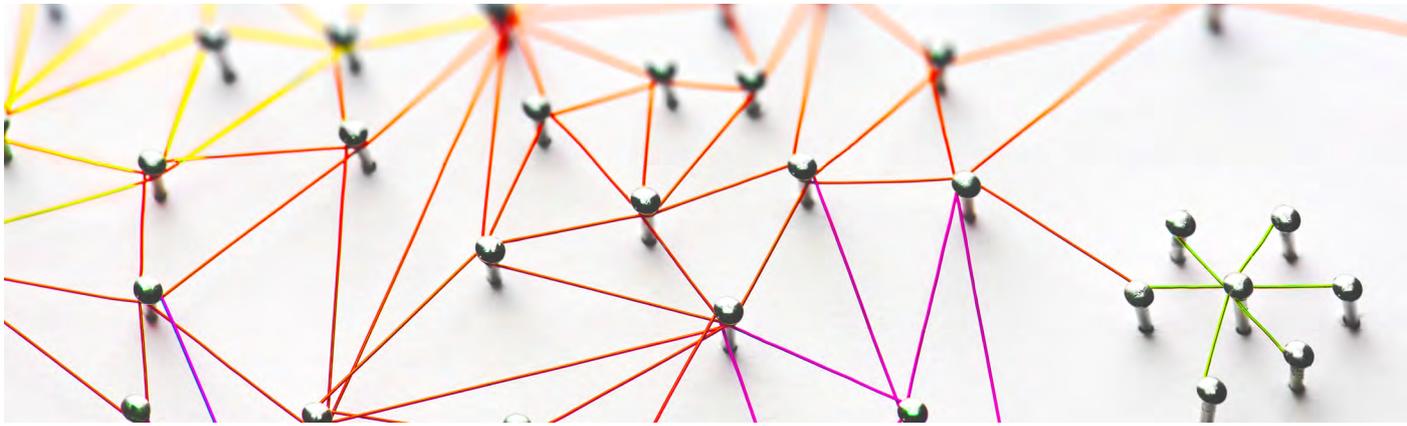
The additional solidarity contribution is also updated, and the net income brackets applicable to self-employed workers are extended to 2026.

Finally, the premium rates for professional contingencies are revised to adapt them to the new CNAE activity codes.

This new regulation has not been finally validated by the Spanish Congress and it is expected that new regulations will be issued to confirm the changes on public pensions and Social Security matters.

November 24, 2025 Resolution, from the Directorate General of Employment, which registers and publishes the Agreement for the modification of the VII General Collective Bargaining Agreement of the Construction Sector.

- This Agreement establishes new increases in the salary tables, adapting them to the economic evolution and guaranteeing the retributive update of the different professional levels. It also introduces technical adjustments to the sector’s Simplified Employment Pension Plan, with the aim of improving its operability and bringing it into line with current legislation.



The amendment also establishes a minimum gross annual remuneration by professional levels, reinforcing salary homogeneity and legal certainty in the remuneration structure. In addition, an additional provision is revised to study the possibility of bringing forward the retirement age in particularly arduous, toxic, dangerous or unhealthy activities, considering the particularities of the sector and the need to reinforce occupational health protection.

Approval of the draft bill regulating the profession of equality agent and extension of the Strategic Plan for Effective Equality between Women and Men.

- > The Council of Ministers has approved the draft bill which regulates for the first time the professional practice of equality agents. The regulation establishes that access will be by means of a professional qualification (degree or official master's degree in gender studies, feminism or equality policies) and defines their essential functions: diagnosis, design, implementation and evaluation of policies and programs aimed at guaranteeing effective equality and eliminating gender discrimination. A transitional period of 10 years is provided for the accreditation of the experience of professionals already in practice.

In addition, the Strategic Plan for Effective Equality between Women and Men 2022-2025 has been extended, ensuring the continuity of its measures and objectives while a new plan adapted to the current social reality is being prepared.

Public consultation prior to the preparation of a draft bill to amend November 8, 1995 Law 31/1995, regarding Occupational Risk Prevention and the Prevention Services Regulations, approved by January 17, 1997, Royal Decree 39/1997.

- > The future reform of the Occupational Risk Prevention Law will update the regulatory framework to adapt to new occupational risks, facilitate compliance in small and medium companies (so-called Pymes) and reinforce the protection of employees, including gender perspective, psychosocial risks and self-employed workers. The aim is to provide companies with practical tools for safer and healthier work environments, within the framework of a social dialogue with specialized interlocutors.

RULINGS OF INTEREST

December 2, 2025 Ruling of the Supreme Court (Social Chamber) No. 1165/2025, Rec. 115/2024. The Supreme Court clarifies the appropriate procedural path in disputes regarding the application of collective bargaining agreements.

- > The Supreme Court has clarified that disputes in which the validity of a collective bargaining agreement is not in dispute, but rather which one should be applied in a company or group, should be processed through the collective dispute procedure.

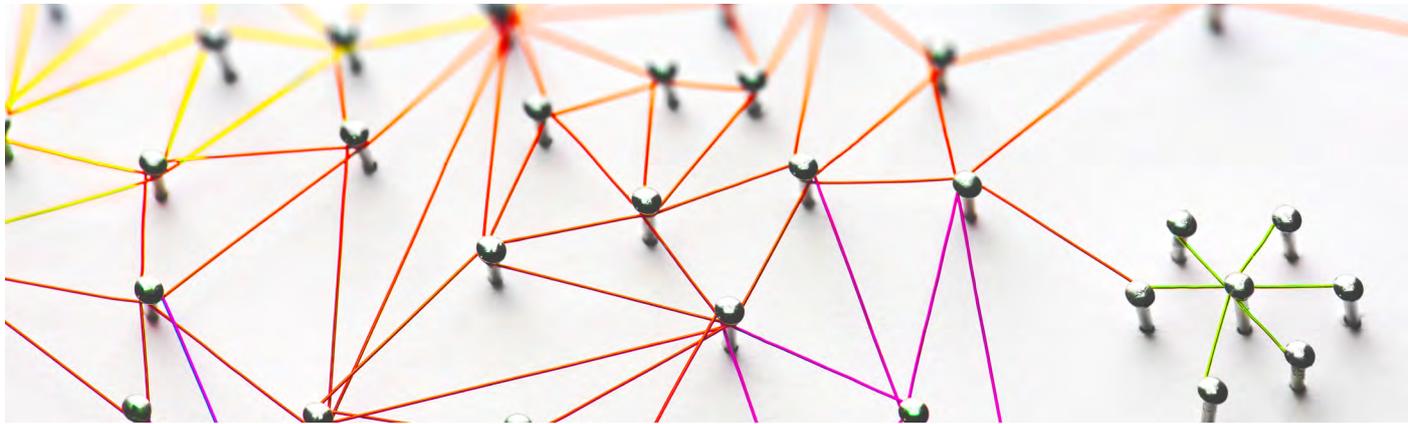
The case under analysis involved the application of a regional collective bargaining agreement versus a state agreement. The union's claim was not to annul either of them, but to determine which should be considered the sectoral agreement of reference. The Court emphasizes that the lawsuit was filed before the company modified its contractual framework and that the dispute focused exclusively on the correct application of the system of priorities between agreements.

The Supreme Court upheld the appeal, annulled the judgment of the High Court of Justice of Galicia and ordered that the merits of the case be resolved by the High Court of Justice, establishing the doctrine that this type of disputes shall be solved through the collective procedure.

December 2, 2025, Judgment of the High Court of Justice of the Basque Country (Social Chamber) No. 2571/2025, Rec. 2042/2025. Recognition of time credit to a prevention delegate who does not belong to the works council.

- > The High Court of Justice has confirmed that, although a company's collective bargaining agreement does not contemplate the appointment of prevention delegates who do not belong to the works council, the Law on Occupational Risk Prevention allows it.

In the case analyzed, an employee was designated by the works council as a prevention delegate and the company accepted the designation. The Court emphasizes that this condition automatically implies legal rights and guarantees, including the necessary time credit to carry out his preventive functions, without the employee having to perform them outside



his working day. To deny these guarantees would be inconsistent and would harm the defense of collective interests.

In addition, the Court establishes a 1,500€ compensation for moral damages, reinforcing the protection of prevention delegates against possible damages derived from their work.

December 9, 2025, Judgment of the Supreme Court (Social Chamber) n°1209/2025, Rec. 5538/2024. The indemnity agreed in a collective dismissal that exceeds the legal minimum is computed as income for unemployment subsidy.

> The Supreme Court has specified that, in collective dismissals for economic, technical, organizational or productive reasons, only the mandatory minimum amount, set at 20 days' salary per year of service, is considered as legal severance pay.

The amounts that exceed this minimum and that are agreed during the consultation period are of an improved nature, but do not alter the nature of the dismissal and cannot be considered as legal compensation for the purpose of calculating income for access to unemployment subsidy.

Consequently, the Court concludes that, to determine whether the required income threshold is exceeded, only the severance payment legally established for the collective dismissal must be considered exempt from being computed as income, while the agreed excess must be computed.

December 16, 2025, Judgment of the Supreme Court (Social Chamber) no. 1261/2025, Rec. 5058/2023. The revocation of the staff representative by a show of hands voting is null and void.

> The Supreme Court has reiterated that the revocation of the mandate of a staff representative must be carried out by personal, free, direct and secret ballot, and that voting by show of hands is not valid.

In the case under analysis, the revocation agreed at a meeting was declared null and void because these guarantees were not respected, even though most of the employees voted in favor.

The High Court emphasizes that the secret nature of the vote is an imperative requirement that guarantees the objectivity and regularity of the procedure. The judgment reinforces the need for strict compliance with the formal rules in the processes of legal representation of employees.

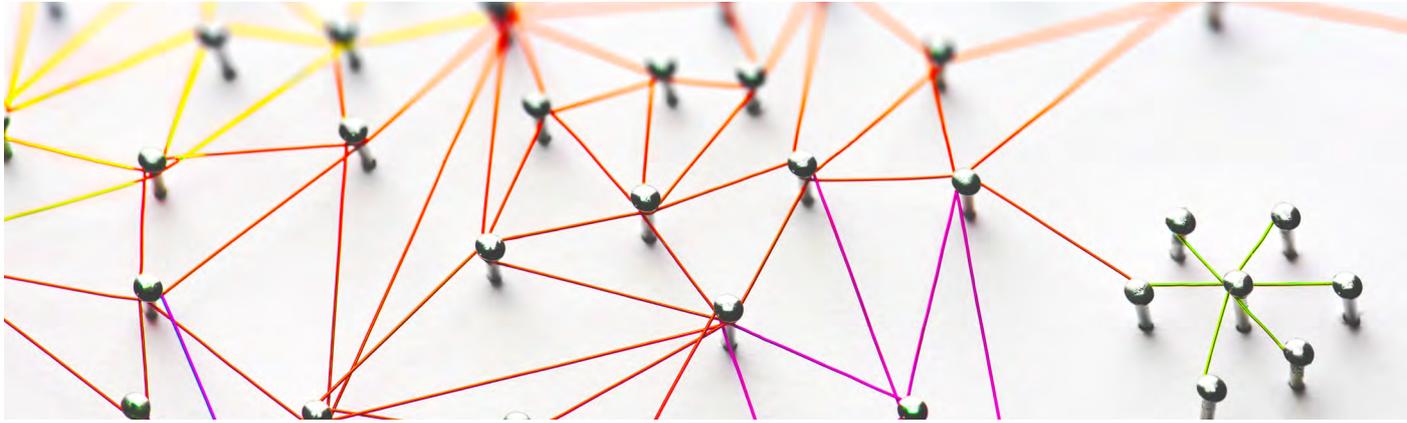
December 17, 2025, Judgment of the Supreme Court (Social Chamber) No. 1280/2025, Rec. 408/2025. Null and void dismissal due to violation of fundamental rights: compensation without quantifying the damage.

> The Supreme Court decides whether compensation for non-pecuniary damages is applicable in null and void dismissals, even though the party has not provided the basis for its quantification.

The Court distinguishes between damages, which must be accredited, and moral damages for violation of a fundamental right. In the latter, the employee is exempted from specifying the amount when it is difficult to estimate, and the judge must determine it prudentially.

As a guiding criterion, the Court uses the penalties provided for in the Law on Social Order Infringements and Penalties, weighing the specific circumstances: seniority, persistence of the violation, intensity, personal consequences, recidivism and the attitude of the company.

The Court concluded that compensation for non-pecuniary damage should be recognized, although no detailed quantification bases had been provided, and upheld the sentence of 7,501 euros for violation of the fundamental right.



November 27, 2025, Judgment of the Supreme Court (Social Chamber) No. 1152/2025, Rec. 3356/2024. Dismissal due to supervening unfitness: nullity for lack of reasonable accommodation.

> The Supreme Court has confirmed that the dismissal for objective causes of a employee declared unfit after a period of disability, but with functional limitations comparable to a disability, must be considered null and void if the company has not explored reasonable accommodation measures or tried to relocate him to a compatible position.

The Court emphasizes that a “not suitable” report is not sufficient to justify the termination, and that the lack of adjustments makes the dismissal discriminatory. The reinstatement of the employee is confirmed, with payment of processing wages since the dismissal date until the effective reinstatement and 12,000 euros compensation for non-pecuniary damage.



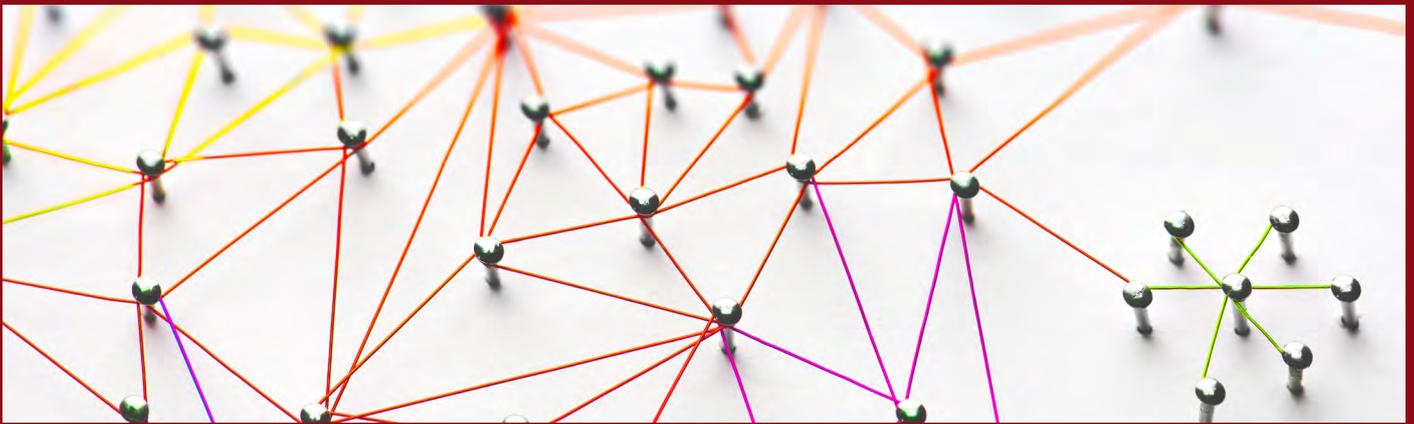
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December 11, 2025, Judgment of the Supreme Court (Social Chamber) No. 1244/2025, Rec. 261/2024. Legality of the unification of the collective bargaining agreement applicable by means of a substantial collective modification when there are organizational and productive causes and it is negotiated in good faith.

> The Supreme Court confirms that, in a procedure of substantial modification of working conditions of a collective nature, a company may unify the agreement applicable to its workforce under the agreement corresponding to its main activity, provided that there are justified organizational and productive causes, a consultation period is carried out in good faith and there is no reduction of wages or essential conditions.

In the case analyzed, the IT services company replaced the provincial metal agreements with the state agreement for consulting companies, negotiating with proposals and counterproposals, respecting previous agreements and guaranteeing the preservation of working conditions. The Court rejected the unions’ allegations of bad faith and the inapplicability of the state agreement, confirming that the procedure followed was the most appropriate and safe one for this type of collective changes.



COMMENT OF THE MONTH

CHANGE OF COLLECTIVE BARGAINING AGREEMENT -APPLICABLE-: THE SUPREME COURT CONFIRMS THE POSSIBILITY OF RESORTING TO THE COLLECTIVE BARGAINING PROCEDURE FOR SUBSTANTIAL MODIFICATION OF WORKING CONDITIONS (MSCT) article 41 of the LA.

The very recent December 11, 2025, Supreme Court (Labor Chamber) Ruling No. 1244/2025, sets out the rules on an issue that had not been a peaceful issue in the case law and that had not been generally accepted by the courts: the possibility of resorting to the procedure of substantial modification of working conditions of a collective nature of article 41 of the LA to modify the applicable collective bargaining agreement.

Traditionally, the change of agreement had been linked to the opt-out regime of article 82.3 of the LA or to the negotiation of a new agreement, given the limitations derived from article 41.6 of the LA. The judgment clarifies this debate and admits this route, although it does so with important nuances or conditioning factors.

The case is based on a historical plurality of agreements: the company applied for the most part of the workforce the 18th State Collective Bargaining Agreement for consulting companies, while a minority of the workforce (115 workers in 13 centers) was still regulated by provincial agreements of the metal industry and commerce, despite the fact that the entire organization carried out a homogeneous activity. The substantial modification of working conditions' collective procedure was aimed at unifying this conventional coverage and homogenizing the conditions of the employees, by applying a single agreement (that of consulting companies) to the entire workforce.

The Supreme Court considers the recourse to Article 41 of the Labor Act to be legitimate, as the main and essential premise, because the consulting agreement

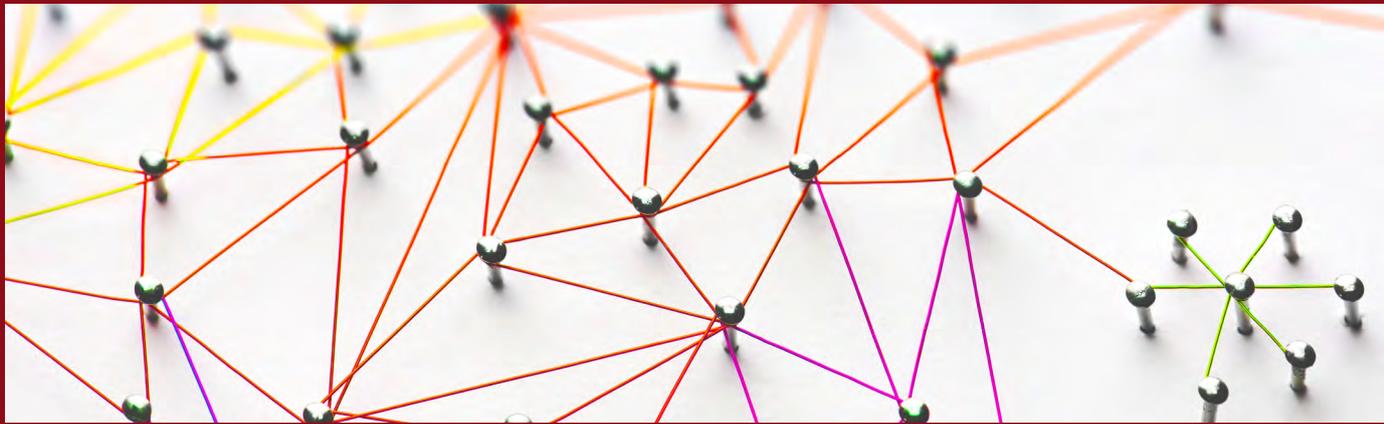
that is extended to the entire workforce as a result of the substantial modification collective process is not just any agreement, but the one that is objectively applicable due to the principle of universality and the criterion of

the predominant activity, thus discarding any logic of free business choice - given that the determination of the applicable collective agreement is neither available nor waivable for the parties -.

It should also be added that the pronouncements of the National Consultative Commission of Collective Bargaining Agreements cited in the judgment are consistently in favor of the application of the state consulting agreement to companies with the activity and CNAE's activity code of the defendant, without there being a contradictory opinion of said body, the only divergent position being that held by the Joint Commission of the Metal Sector.

It is not, therefore, a selective non-application of conventional conditions, but rather a complete subsumption in the correct agreement, which allows differentiating this case from the uncoupling of Article 82.3 of the LA.

In addition to the above, a decisive element of the reasoning is that the measure does not entail a reduction in wages for the workers affected. The guarantee of salary maintenance, articulated by means of compensable and absorbable supplements, reinforces the proportionality of the decision and prevents article 41 of the LA from being used as an indirect means of degrading economic conditions.



In short, the ruling does not legitimize a free change of collective bargaining agreement, but it does shed light on the possibility of using article 41 of the LA to homogenize the conventional coverage, provided that the objectively appropriate agreement is applied, there is good faith negotiation, and the economic core of the working conditions is preserved.

It also represents an important step forward for an issue that is not so strange in practice. There are many cases in which a change such as the one analyzed is necessary, often due to a mistake in the choice of the agreement, many others because there is no collective standard that fully adjusts to the activity of the company, on other occasions because the activity of the company has changed over time, and we had been years with a kind of loophole in the procedure to be followed for correction.

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