

Disclaimer: This factsheet has not been subject to the full Eurofound evaluation, editorial and publication process.

Factsheet for case **ES-2020-12/603**

Interruption of the calculation of the maximum duration of temporary contracts

Factsheet generated on 07 May 2020, 22:34

Country	Spain, applies nationwide
Time period	Open ended, started on 20 March 2020
Type	Legislation or other statutory regulation
Category	Employment protection and retention – Other (Interruption of the calculation of the maximum duration of temporary contracts)
Case created	14 April 2020 (updated 30 April 2020)

Background information

With this measure, the government urges companies also include temporary workers in temporary collective dismissal procedures, without the need to terminate these contracts. For this, the Executive has approved that, in the event that a company suspends its activity due to the health crisis, the temporary contracts that its workers have (including training, relief and interim contracts) are also suspended. After this crisis, the duration of these eventual contracts will be prolonged for the time they have been suspended.

Content of measure

The suspension of temporary contracts, including training, relief and interim contracts, for the causes provided for in articles 22 and 23 of Royal Decree-Law 8/2020, of March 17, will mean the computation will be interrupted, both for the duration of these contracts, as well as the reference periods equivalent to the suspended period, in each of these contractual modalities, with respect to the workers affected by them.

Article 5 of RDL 9/2020 provides that the suspension of temporary contracts for the causes provided for in articles 22 and 23 of RDL 8/2020, including training, relief and interim contracts, means the interruption of the computation of both the duration of such contracts as of the reference periods equivalent to the suspended period.

Thus, RDL 9/2020 does not indicate that the causes of force majeure, or the economic, technical, organizational or production related to the Covid-19 constitute an enabling budget so that the parties can proceed directly to the suspension of the temporary employment contracts. On the contrary, RDL 8/2020 refers to the suspensions of contracts decided by the company, after confirmation of the force majeure by the competent Labor Authority, or after processing the consultative and negotiating period. Therefore, the paralysis of the effects of the reciprocal obligations of the parties to the temporary contract requires that the causes concur and that the expressed procedural rules have been followed. It is for these assumptions and conditions that it is established that the suspension also has the additional, and exceptional, effect of interrupting the calculation of the term of life or duration of the temporary contract.

The norm refers to temporary contracts in general, although it is specified that formative, relief and interim contracts are included.

The interruption of the calculation means that the period of suspension of the contract does not count for the purposes of determining neither the agreed term of validity nor the maximum duration. Likewise, although the rule does not make it explicit, it seems logical to conclude that the suspension time does not count either for the purposes of computing the terms of thirty and twenty-four months that are foreseen in application of the limiting rule of the concatenation of temporary contracts in the assumptions of article 15.5 of the Workers Statute.

Use of measure

No data available yet.

Actors, target groups and funding

Actors	Target groups	Funding
National government Company / Companies	Workers in non-standard forms of employment	No special funding required

Social partners

Role of social partners	No involvement
Form of involvement	Unknown

No information available on the involvement yet

Sectors and occupations

This case is not sector-specific.

This case is not occupation-specific.

Sources

- 27 March 2020: Royal Decree 9/2020 (www.boe.es)