

Provisional text

JUDGMENT OF THE COURT (Grand Chamber)

4 June 2020 (\*)

(Reference for a preliminary ruling — Social policy — Protection of the safety and health of workers — Organisation of working time — Directive 2003/88/EC — Articles 5 and 7 — Weekly rest — Annual leave — Paid special leave permitting time off from work to meet specific needs and obligations)

In Case C-588/18,

REQUEST for a preliminary ruling under Article 267 TFEU from the Audiencia Nacional (National High Court, Spain), made by decision of 3 September 2018, received at the Court on 20 September 2018, in the proceedings

**Federación de Trabajadores Independientes de Comercio (Fetico),**

**Federación Estatal de Servicios, Movilidad y Consumo de la Unión General de Trabajadores (FESMC-UGT),**

**Federación de Servicios de Comisiones Obreras (CCOO)**

v

**Grupo de Empresas DIA SA,**

**Twins Alimentación SA,**

THE COURT (Grand Chamber),

composed of K. Lenaerts, President, R. Silva de Lapuerta, Vice-President, A. Prechal, M. Vilaras, E. Regan (Rapporteur), M. Safjan, S. Rodin and I. Jarukaitis, Presidents of Chambers, C. Toader, D. Šváby, F. Biltgen, K. Jürimäe and C. Lycourgos, Judges,

Advocate General: H. Saugmandsgaard Øe,

Registrar: M. Ferreira, Principal Administrator,

having regard to the written procedure and further to the hearing on 24 September 2019,

after considering the observations submitted on behalf of:

- the Federación de Trabajadores Independientes de Comercio (Fetico), by J.I. Quintana Horcajada and D. Cadierno Pájaro, abogados,
- the Federación Estatal de Servicios, Movilidad y Consumo de la Unión General de Trabajadores (FESMC-UGT), by B. García Rodríguez and J.F. Pinilla Porlan, abogados,
- the Federación de Servicios de Comisiones Obreras (CCOO), by P. Caballero Marcos, abogada,
- Grupo de Empresas DIA SA and Twins Alimentación SA, by A.I. Pérez Hernández, abogada,

- the Spanish Government, by L. Aguilera Ruiz, acting as Agent,
  - the European Commission, by N. Ruiz García and M. van Beek, acting as Agents,
- after hearing the Opinion of the Advocate General at the sitting on 12 December 2019,  
gives the following

### Judgment

- 1 This request for a preliminary ruling concerns the interpretation of Articles 5 and 7 of Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time (OJ 2003 L 299, p. 9).
- 2 The request has been made in proceedings between, on the one hand, workers' trade unions, namely the Federación de Trabajadores Independientes de Comercio (Fetico), the Federación Estatal de Servicios, Movilidad y Consumo de la Unión General de Trabajadores (FESMC-UGT) and the Federación de Servicios de Comisiones Obreras (CCOO), and on the other, Grupo de Empresas DIA SA and Twins Alimentación SA, concerning disputes between employers and employees in relation to the conditions governing the application of paid special leave provided for in Article 46 of the Convenio colectivo del grupo de empresas Dia SA y Twins Alimentación SA (collective agreement of the DIA SA group of companies and Twins Alimentación SA) of 13 July 2016 ('the collective agreement of 13 July 2016'), registered and published by the Resolución de la Dirección General de Empleo (resolution of the Directorate-General for Employment) of 22 August 2016 (BOE No 212, of 2 September 2016, p. 63357).

#### Legal framework

##### *EU law*

##### *Directive 2003/88*

- 3 Recital 5 of Directive 2003/88 states:

'All workers should have adequate rest periods. The concept of "rest" must be expressed in units of time, i.e. in days, hours and/or fractions thereof. [European Union] workers must be granted minimum daily, weekly and annual periods of rest and adequate breaks. It is also necessary in this context to place a maximum limit on weekly working hours.'

- 4 Article 1(1) and (2) of that directive provides:

'1. This Directive lays down minimum safety and health requirements for the organisation of working time.

2. This Directive applies to:

- (a) minimum periods of daily rest, weekly rest and annual leave, to breaks and maximum weekly working time, and
- (b) certain aspects of night work, shift work and patterns of work.'

- 5 Article 5 of that directive, headed 'Weekly rest period', provides:

‘Member States shall take the necessary measures to ensure that, per each seven-day period, every worker is entitled to a minimum uninterrupted rest period of 24 hours plus the 11 hours’ daily rest referred to in Article 3.

If objective, technical or work organisation conditions so justify, a minimum rest period of 24 hours may be applied.’

6 Article 7 of Directive 2003/88, headed ‘Annual leave’, provides:

‘1. Member States shall take the necessary measures to ensure that every worker is entitled to paid annual leave of at least four weeks, in accordance with the conditions for entitlement to and granting of such leave laid down by national legislation and/or practice.

2. The minimum period of paid annual leave may not be replaced by an allowance in lieu, except where the employment relationship is terminated.’

7 Article 15 of that directive, headed ‘More favourable provisions’, is worded as follows:

‘This Directive shall not affect Member States’ right to apply or introduce laws, regulations or administrative provisions more favourable to the protection of the safety and health of workers or to facilitate or permit the application of collective agreements or agreements concluded between the two sides of industry which are more favourable to the protection of the safety and health of workers.’

#### *Directive 2010/18/EU*

8 Clause 1.1 of the revised Framework Agreement on parental leave concluded on 18 June 2009, which is annexed to Council Directive 2010/18/EU of 8 March 2010 implementing the revised Framework Agreement on parental leave concluded by BUSINESSSEUROPE, UEAPME, CEEP and ETUC and repealing Directive 96/34/EC (OJ 2010 L 68, p. 13; ‘the Framework Agreement’), provides:

‘This agreement lays down minimum requirements designed to facilitate the reconciliation of parental and professional responsibilities for working parents, taking into account the increasing diversity of family structures, while respecting national law, collective agreements and/or practice.’

9 Clause 7 of the Framework Agreement, headed ‘Time off from work on grounds of *force majeure*’, states:

‘1. Member States and/or social partners shall take the necessary measures to entitle workers to time off from work, in accordance with national law, collective agreements and/or practice, on grounds of *force majeure* for urgent family reasons in cases of sickness or accident making the immediate presence of the worker indispensable.

2. Member States and/or social partners may specify the conditions of access and detailed rules for applying clause 7.1 and limit this entitlement to a certain amount of time per year and/or per case.’

10 Clause 8.1 of the Framework Agreement provides:

‘Member States may apply or introduce more favourable provisions than those set out in this agreement.’

#### *Spanish law*

##### *The Constitution*

11 Article 40(2) of the Constitution provides:

‘The public authorities shall promote a policy guaranteeing vocational training and retraining; they shall ensure workplace health and safety and shall guarantee adequate rest, by means of a limited working day,

periodic paid leave and the promotion of suitable centres.’

*The Workers’ Statute*

12 Article 37 of the Estatuto de los Trabajadores (‘the Workers’ Statute’), in the version resulting from Real Decreto legislativo 2/2015, por el que se aprueba el texto refundido de la Ley del Estatuto de los Trabajadores (Royal Legislative Decree 2/2015 approving the consolidated text of the Workers’ Statute) of 23 October 2015 (BOE No 255 of 24 October 2015, p. 100224) (‘the Workers’ Statute’), that article being headed ‘Weekly rest period, public holidays and leave’, provides:

‘1. Workers shall be entitled to a minimum weekly rest period, which may be aggregated over periods of up to 14 days, of 1½ days without interruption which, as a general rule, shall include Saturday afternoon or, where appropriate, Monday morning together with the entirety of Sunday. Minors under the age of 18 shall have a weekly uninterrupted rest period of at least 2 days.

...

3. A worker, after giving prior notice of his or her absence and the reasons for it, may take time off from work while retaining his or her right to remuneration, for the following reasons and for the period indicated:

- (a) 15 calendar days in the event of marriage.
- (b) Two days for the birth of a child and for the death, serious accident or illness, or hospitalisation of family members up to the second degree of relationship by consanguinity or marriage or when such family members undergo outpatient surgery requiring home rest. When, for that purpose, the worker needs to travel, the period shall be four days.
- (c) One day for moving out of his or her habitual residence.
- (d) The time required to fulfil a public and personal duty, including the exercise of the right to vote. Where a specific period is laid down by a legislative or agreement-based provision, such provision shall be complied with as regards the period of absence and financial compensation. ...
- (e) To carry out trade-union or staff representative functions under the terms established by law or agreement.
- (f) For the time required for pre-natal examinations and for attendance at childbirth preparation courses and, in the case of adoption, custody or fostering, in order to attend mandatory information and preparation sessions and to undergo mandatory psycho-social assessments prior to a declaration of suitability, provided in all cases that they must take place during working time.’

13 Article 38 of the Workers’ Statute, headed ‘Paid annual leave’, provides:

‘1. The period of paid annual leave, which may not be replaced by an allowance in lieu, shall be that agreed in collective agreements or individual contracts. In no circumstances shall the period of leave be less than 30 calendar days.

2. The period or periods during which leave may be taken shall be scheduled by mutual consent between the employer and the employee, in accordance, where appropriate, with the provisions of the collective agreements on the annual planning of leave.

In the case of disagreement between the parties, the social court shall set the dates of the leave to be allocated and its decision shall be final. The proceedings shall be summary and be dealt with as a matter of priority.

3. Each employer shall establish a leave schedule. Employees shall be made aware of the days to which they are entitled at least two months in advance of the start of their leave.

When the period of leave set out in the employer's leave schedule to which the previous paragraph refers coincides with a period of temporary disability resulting from pregnancy, labour or breastfeeding, or with the period of suspension of the contract of employment laid down in Article 48(4), (5) and (7) of this Law, employees shall be entitled to take the leave, at a different point in time from that period of temporary disability or other period of leave, to which they are entitled under the above provision following the period of suspension, even if the calendar year to which that leave relates has ended.

If the period of leave coincides with a temporary disability resulting from circumstances other than those indicated in the preceding paragraph and which wholly or partially prevents the employee from taking leave during the calendar year to which it relates, the employee may take the leave after his or her period of disability has ended, provided that no more than 18 months have passed since the end of the year in which the leave arose.'

*The collective agreement of 13 July 2016*

14 Article 46 of the collective agreement of 13 July 2016 is worded as follows:

I. A worker, after giving prior notice of his or her absence and the reasons for it, may take time off from work while retaining his or her right to remuneration, for the following reasons and for the period indicated:

A. 15 calendar days in the event of marriage, to be taken on the date of the event giving entitlement to the leave or the day immediately preceding it, at the option of the worker.

B. Three days for the birth of a child or for the death, serious accident or illness, or hospitalisation of family members up to the second degree of relationship by marriage or consanguinity. In the event of the death of a spouse or child, this period shall be extended to five days. When, for that purpose, the worker needs to travel, this period shall be increased by one day.

C. Two days for outpatient surgery requiring home rest for family members up to the second degree of relationship by consanguinity or marriage. When, for that purpose, the worker needs to travel, that period shall be four days.

D. One day for moving out of his or her habitual residence.

E. The time required to fulfil a mandatory public and personal duty, including the exercise of the right to vote.

F. To carry out trade-union or staff representative functions under the terms established by law or by the present collective agreement.

G. For the time required, and as justified by presentation of a medical certificate, when, because of illness, the worker needs to attend a medical consultation during his or her working hours.

H. The time required for workers to sit examinations following their studies or training, if they are pursuing studies of an official or academic nature. In such cases, they must provide the administrative documentation in support of their application.

I. Each year, workers may take up to three additional days of leave which may be added, individually, to any one of the periods of leave provided for in points (A), (B) and (D) above, or up to two days in the event of the death of a spouse, a civil partner or children or, also individually, with the exception of the leave provided for in paragraph (1), in the following cases:

- (1) One day, or eight hours per year, to accompany a child under the age of 16 attending a medical examination at a doctor's surgery during the working time of the worker, providing proof of the time taken by means of a doctor's authorisation.
- (2) In the event of the marriage of family members up to the second degree of relationship by consanguinity or marriage.
- (3) In the event of undertaking a driving test or the signing of the notarial deeds necessary for the worker's purchase or sale of a residential property, to be performed personally by the worker during his or her working time.
- II. For the purposes of leave, except the leave provided for in point (A) of this Article, couples in civil partnership shall have the same rights, provided that they are duly entered in the appropriate official register and that the worker provides a certificate so proving, in accordance with the requirements set out in the applicable provisions of the Autonomous Communities.
- III. The worker must both notify his or her immediate supervisor as soon as possible — so that the latter may take the necessary measures and grant the worker the relevant leave — and provide supporting documents relating to the claimed reason for taking the leave granted or to be granted.
- IV. For the purposes of this Article, “travel” shall mean a journey by the worker of at least 150 km from his or her place of habitual residence to the place of destination.’

### *The Civil Code*

- 15 The Código Civil (Civil Code) provides, first, in Article 4(3), that ‘the provisions [of this] Code shall apply on a supplementary basis in matters governed by other laws’ and, second, in Article 5(2), that ‘the calculation of periods for civil-law purposes shall not exclude public holidays’.

### **The disputes in the main proceedings and the questions referred for a preliminary ruling**

- 16 The litigation in the main proceedings concerns disputes between employers and employees relating to the conditions governing the application of paid special leave provided for in Article 46 of the collective agreement of 13 July 2016, which gives effect to the minimum requirements of Article 37(3) of the Workers’ Statute and creates rights that go beyond those requirements. Those disputes pertain, in particular, to the issue whether that paid special leave must be calculated from a day when the worker is as a general rule required to work and, with the exception of leave for marriage the duration of which is explicitly expressed in ‘calendar days’, is to be taken by the worker during such days. The days when a worker is not required to work for the employer include, inter alia, public holidays and days of leave.
- 17 Article 37(1) and Article 38 of the Workers’ Statute provide for minimum rest periods that exceed the periods required under Articles 5 and 7 of Directive 2003/88. Further, Article 37(3) of the Workers’ Statute grants to workers paid special leave which enables them to meet specific needs or obligations such as the following, as stated by the referring court: marriage; the birth of a child; hospitalisation; surgery; the death of a close relative, and the performance of representative trade-union functions. Article 46 of the collective agreement of 13 July 2016 gives effect to Article 37(3), under conditions that are yet more favourable, in that it grants leave of a longer duration or in circumstances other than those specified in Article 37(3).
- 18 The referring court states that, under Article 46 of the collective agreement of 13 July 2016, the duration of leave for marriage is expressed in ‘calendar days’, whereas the duration of other paid special leave is expressed in ‘days’, with no indication as to whether those ‘days’ are calendar days or working days. Further, that provision does not specify when the leave is to begin. The referring court notes, however, that, under Article 5(2) of the Civil Code, which may be applied in order to supplement rules in areas governed by other legislation, ‘the calculation of periods for civil-law purposes shall not exclude public holidays’.

- 19 In the view of the referring court, the question raised is linked to the weekly rest periods and paid annual leave guaranteed by EU law. The objective of the workers' trade unions who are parties to the disputes in the main proceedings is to ensure that, when one of the events provided for in Article 46 of the collective agreement of 13 July 2016 occurs during one of those periods, the paid special leave which is justified by that event can be taken outside those periods.
- 20 In particular, the referring court considers that, in order to resolve the disputes in the main proceedings, the crucial question is whether it is compatible with Articles 5 and 7 of Directive 2003/88 to enact a provision meaning that the needs and obligations arising from the events covered by Article 46 of that agreement may justify the special leave laid down by that provision only outside the weekly rest periods or periods of paid annual leave, even though those needs and obligations reflect purposes that differ from those served by the latter periods.
- 21 In that regard, the referring court notes that it is clear from the Court's case-law that the fact that a worker is on sick leave cannot affect that worker's right to have the actual benefit of his or her paid annual leave, having regard to the different purposes of those two kinds of leave.
- 22 In this instance, if one of the events specified by the national rules occurs during the weekly rest periods or periods of paid annual leave, different requirements would overlap, namely the rest which those periods are particularly designed to ensure that workers have and a need or an obligation which is to be met by one of the types of paid special leave laid down by those rules. If, in that situation, it were not possible to postpone entitlement to the paid special leave to a time other than during those periods, the benefit of those periods would be rendered nugatory, since the workers would have to use those periods to meet the needs and obligations for which that paid special leave is provided.
- 23 Consequently, the referring court is doubtful that a refusal to grant a worker the right to take the leave provided for in Article 37(3) of the Workers' Statute and in Article 46 of the collective agreement of 13 July 2016, where one of the events specified in those provisions occurs during weekly rest periods or periods of paid annual leave, is compatible with Articles 5 and 7 of Directive 2003/88.
- 24 In those circumstances, the Audiencia Nacional (National High Court, Spain) decided to stay the proceedings and to refer to the Court the following questions for a preliminary ruling:
- '(1) Must Article 5 of Directive [2003/88] be interpreted as precluding national rules under which the weekly rest period is permitted to overlap with [special] paid leave that is intended to serve purposes other than rest?
- (2) Must Article 7 of Directive [2003/88] be interpreted as precluding national legislation under which annual leave is permitted to overlap with [special] paid leave intended to serve purposes other than rest, relaxation and leisure?'

### **Consideration of the questions referred for a preliminary ruling**

- 25 By its questions, which can be examined together, the referring court seeks, in essence, to ascertain whether Articles 5 and 7 of Directive 2003/88 must be interpreted as precluding national rules that do not allow workers to claim the special leave for which they provide on days when they are required to work in so far as the needs and obligations met by that special leave arise during the weekly rest periods or periods of paid annual leave that are the subject of those articles.
- 26 It must be recalled that the aim of Directive 2003/88 is to lay down minimum requirements intended to improve the living and working conditions of workers through approximation of national provisions concerning, in particular, the duration of working time (judgment of 14 May 2019, *CCOO*, C-55/18, EU:C:2019:402, paragraph 36 and the case-law cited).

- 27 That harmonisation at European Union level in relation to the organisation of working time is intended to guarantee better protection of the health and safety of workers by ensuring that they are entitled, in accordance with recital 5 of that directive, to minimum rest periods — particularly daily and weekly — as well as adequate breaks, and by providing for a ceiling on the duration of the working week (see, to that effect, judgment of 14 May 2019, *CCOO*, C-55/18, EU:C:2019:402, paragraph 37 and the case-law cited).
- 28 In particular, the subject matter of Articles 5 and 7 of Directive 2003/88 is the right to a weekly rest period and the right to paid annual leave.
- 29 However, it must be recalled that it is explicitly indicated in Article 1(1) and (2)(a), Article 5, Article 7(1) and Article 15 of Directive 2003/88 that the aim of that directive is simply to lay down minimum health and safety requirements for the organisation of working time and that that directive does not affect the right of the Member States to apply provisions of national law that are more favourable to the protection of workers (see, to that effect, judgment of 19 November 2019, *TSN and AKT*, C-609/17 and C-610/17, EU:C:2019:981, paragraph 34 and the case-law cited).
- 30 It must also be observed that, under Article 4(2)(b) TFEU, the Union and the Member States have, in the area of social policy, for the aspects defined in the FEU Treaty, shared competence, within the meaning of Article 2(2) TFEU.
- 31 The days of special leave granted under Article 46 of the collective agreement of 13 July 2016 in order to enable workers to meet specific needs or obligations fall within the scope not of Directive 2003/88 but rather of the exercise, by a Member State, of its own competences (see, by analogy, judgment of 19 November 2019, *TSN and AKT*, C-609/17 and C-610/17, EU:C:2019:981, paragraph 35 and the case-law cited).
- 32 It must, however, be stated that the exercise by a Member State of its own competences cannot, nonetheless, have the effect of undermining the minimum protection guaranteed to workers by that directive and, in particular, the actual benefit of the minimum weekly rest periods and periods of paid annual leave provided for in Articles 5 and 7 of that directive (see, by analogy, judgment of 19 November 2019, *TSN and AKT*, C-609/17 and C-610/17, EU:C:2019:981, paragraph 35 and the case-law cited).
- 33 In that context, the Court has held, *inter alia*, that the purpose of the right to paid annual leave, which is to enable a worker to rest and enjoy a period of relaxation and leisure, is different from that of the right to sick leave, which is to enable a worker to recover from an illness (see, to that effect, judgments of 20 January 2009, *Schultz-Hoff and Others*, C-350/06 and C-520/06, EU:C:2009:18, paragraph 25; of 21 June 2012, *ANGED*, C-78/11, EU:C:2012:372, paragraph 19; and of 30 June 2016, *Sobczyszyn*, C-178/15, EU:C:2016:502, paragraph 25).
- 34 In the light of those differing purposes of those two types of leave, the Court has concluded that a worker who is on sick leave during a period of previously scheduled annual leave has the right, at his or her request and in order that he or she may actually use the annual leave, to take that leave at a time that does not overlap with the period of sick leave (see, to that effect, judgments of 10 September 2009, *Vicente Pereda*, C-277/08, EU:C:2009:542, paragraph 22; of 21 June 2012, *ANGED*, C-78/11, EU:C:2012:372, paragraph 20; and of 30 June 2016, *Sobczyszyn*, C-178/15, EU:C:2016:502, paragraph 26).
- 35 However, as regards the special leave at issue in the main proceedings, first, it must be observed that it is clear from the information provided by the referring court that the body of rules which establishes that leave grants to workers, when the events specified in those rules occur, the right to time off from work, while providing for the continuation of remuneration. Consequently, entitlement to that paid special leave depends on two cumulative conditions, namely, the occurrence of one of the events specified in that body of rules, on the one hand, and the fact that the needs or obligations justifying the grant of one type of special leave arise during a working period, on the other.

- 36 Since the purpose of the paid special leave established by the provisions at issue in the main proceedings is solely to enable workers to take time off from work in order to meet certain specific needs or obligations that require their personal presence, that leave is inextricably linked to working time as such, and consequently workers will not have recourse to such leave during weekly rest periods or periods of paid annual leave. Accordingly, that special leave cannot be regarded as comparable to sick leave.
- 37 Second, the applicants in the main proceedings argue that, where the events justifying the grant of a type of paid special leave occur during a weekly rest period or a period of paid annual leave, which workers are entitled to under Articles 5 and 7 of Directive 2003/88, those workers should be able to use that paid special leave at the time of a subsequent working period.
- 38 In that regard, it is, however, untenable to claim that, on the ground that those weekly rest periods or periods of paid annual leave fall within the scope of Articles 5 and 7 of Directive 2003/88, those provisions oblige a Member State whose national rules provide for an entitlement to paid special leave to grant such special leave solely by reason of the occurrence of one of the events specified in those rules during one of those periods while excluding, consequently, the other conditions laid down by those rules governing the entitlement to and the granting of that leave. To create such an obligation would amount to ignoring the fact that, as was stated in paragraph 31 of the present judgment, that special leave, and the body of rules applicable to it, stand apart from the body of rules established by Directive 2003/88.
- 39 Further, although it is not clear from the information provided by the referring court or from the observations submitted by the interested parties, it appears, though this is subject to review by the referring court, that the special leave that is the subject of Article 46(I)(B) and (C) of the collective agreement of 13 July 2016 falls, in part, within the scope of the Framework Agreement and, therefore, of Directive 2010/18, since some of the types of leave are likely to correspond to those to which the Member States must ensure that workers are entitled, in accordance with clause 7.1 of that framework agreement.
- 40 In that regard, it is, admittedly, apparent from the Court's settled case-law that a period of leave guaranteed by EU law cannot affect the right to take another period of leave guaranteed by EU law which has a different purpose from the former (judgment of 4 October 2018, *Dicu*, C-12/17, EU:C:2018:799, paragraph 37 and the case-law cited).
- 41 However, clause 7.1 of the Framework Agreement, interpreted in the light of clauses 1.1 and 8.1 thereof, does no more than provide that workers are to be entitled to time off from work on grounds of *force majeure* for urgent family reasons in cases of sickness or accident making the immediate presence of the worker indispensable. It follows that the minimum rights laid down in clause 7 cannot be regarded as comparable to leave, within the meaning of the case-law cited in paragraph 40 of the present judgment.
- 42 In the light of all the foregoing, the answer to the questions referred is that Articles 5 and 7 of Directive 2003/88 must be interpreted as not being applicable to national rules providing for special leave on days when workers are required to work which do not allow those workers to claim that leave in so far as the needs and obligations met by that special leave arise during weekly rest periods or periods of paid annual leave that are the subject of those articles.

### Costs

- 43 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the national court, the decision on costs is a matter for that court. Costs incurred in submitting observations to the Court, other than the costs of those parties, are not recoverable.

On those grounds, the Court (Grand Chamber) hereby rules:

**Articles 5 and 7 of Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time must be interpreted as not being applicable to national rules providing for special leave on days when workers are required to work which do not allow those workers to claim that leave in so far as the needs and obligations met by that special leave arise during weekly rest periods or periods of paid annual leave that are the subject of those articles.**

[Signatures]

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\* Language of the case Spanish.