JUDGMENT OF THE COURT (First Chamber)

22 April 2010 *

In Case C-486/08,

REFERENCE for a preliminary ruling under Article 234 EC from the Landesgericht Innsbruck (Austria), made by decision of 14 October 2008, received at the Court on 12 November 2008, in the proceedings

Zentralbetriebsrat der Landeskrankenhäuser Tirols

v

Land Tirol,

THE COURT (First Chamber),

composed of A. Tizzano, President of Chamber, E. Levits (Rapporteur), A. Borg Barthet, M. Ilešič and M. Berger, Judges,

* Language of the case: German.

Advocate General: E. Sharpston,
Registrar: B. Fülöp, Administrator,

having regard to the written procedure and further to the hearing on 21 January 2010,

after considering the observations submitted on behalf of:

— the Zentralbetriebsrat der Landeskrankenhäuser Tirols, by D. Rief,

— the Land Tirol, by B. Oberhofer, Rechtsanwalt,

— the Austrian Government, by C. Pesendorfer and T. Kröll, acting as Agents,

— the Danish Government, by J. Bering Liisberg and R. Holdgaard, acting as Agents,

— the German Government, by M. Lumma and C. Blaschke, acting as Agents,

— the European Commission, by M. van Beek and V. Kreuschitz, acting as Agents,

having decided, after hearing the Advocate General, to proceed to judgment without an Opinion,

gives the following

Judgment

1 This reference for a preliminary ruling concerns the interpretation of (i) Clause 4 of the framework agreement on part-time work, concluded on 6 June 1997 ('the framework agreement on part-time work'), which is annexed to Council Directive 97/81/EC of 15 December 1997 concerning the framework agreement on part-time work concluded by UNICE, CEEP and the ETUC (OJ 1998 L 14, p. 9), as amended by Council Directive 98/23/EC of 7 April 1998 (OJ 1998 L 131, p. 10), and (ii) the framework agreement on fixed-term work concluded on 18 March 1999 ('the framework agreement on fixed-term work'), which is annexed to Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP (OJ 1999 L 175, p. 43), and also the interpretation of Article 14(1)(c) of 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 (recast) (OJ 2006 L 204, p. 23).

2 The reference has been made in the context of proceedings between the Zentralbetriebsrat der Landeskrankenhäuser Tirols (works council of the hospitals of the Province of Tyrol) about various provisions of the Tiroler Landes-Vertragsbedienstetengesetzes

(Law of the Province of Tyrol on contractual public servants) of 8 November 2000 (BGBl. I, 2/2001), in the version in force up to 1 February 2009 ('L-VBG'), concerning contractual public servants employed on a casual basis, part-time or on fixed-term contract, and those taking parental leave.

Legal context

European Union Law

3 According to Clause 1(a) of the framework agreement on part-time work, its objective is:

'to provide for the removal of discrimination against part-time workers and to improve the quality of part-time work.'

4 Clause 4 of that framework agreement, entitled 'Principle of non-discrimination', provides:

'1. In respect of employment conditions, part-time workers shall not be treated in a less favourable manner than comparable full-time workers solely because they work part-time unless different treatment is justified on objective grounds.

2. Where appropriate, the principle of pro rata temporis shall apply.

…'

5 Clause 1(a) of the framework agreement on fixed-term work states that its objective is to:

'improve the quality of fixed-term work by ensuring the application of the principle of non-discrimination.'

6 Clause 4 of the framework agreement, entitled 'Principle of non-discrimination', provides:

'1. In respect of employment conditions, fixed-term workers shall not be treated in a less favourable manner than comparable permanent workers solely because they have a fixed-term contract or relation unless different treatment is justified on objective grounds.

2. Where appropriate, the principle of pro rata temporis shall apply.

…'

7 Article 14 of Directive 2006/54 is worded as following:

‘1. There shall be no direct or indirect discrimination on grounds of sex in the public or private sectors, including public bodies, in relation to

…

(c) employment and working conditions, including dismissals, as well as pay as provided for in Article 141 of the Treaty;

…’

8 Article 1 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) 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 ….. annual leave...

…'

9 Article 7 of that Directive, entitled 'Annual leave' is worded as follows:

'1. Member States shall take the measures necessary 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.'

10 Article 17 of Directive 2003/88 allows Member States to derogate from certain provisions of the directive. No derogation is allowed with regard to Article 7 of the directive.

11 Clause 2.6 of the framework agreement on parental leave, concluded on 14 December 1995 ('the framework agreement on parental leave'), which is annexed to Council

Directive 96/34/EC of 3 June 1996 on the framework agreement on parental leave concluded by UNICE, CEEP and the ETUC (OJ 1996 L 145, p. 4), as amended by Council Directive 97/75/EC of 15 December 1997 (OJ 1998 L 10, p. 24), states:

'Rights acquired or in the process of being acquired by the worker on the date on which parental leave starts shall be maintained as they stand until the end of parental leave. At the end of parental leave, these rights, including any changes arising from national law, collective agreements or practice, shall apply.'

National legislation

12 Article 1 of the L-VBG states:

'(1) This law applies, to that extent that subparagraph 2 does not provide for derogation, to all employees who have a contractual relationship governed by private law with the Province of Tyrol (contractual public servants).

(2) This Law does not apply to:

…

(m) workers employed for a period not exceeding six months or on a casual basis, or to those, even though regularly employed, who work less than 30% of the full working hours;

…'

13 Paragraph 54 of that law states:

'Contractual public servant are entitled to leave (annual leave) for every calendar year.'

14 Paragraph 55 of that law provides:

'(1) For every calendar year, the duration of the leave is, in the absence of derogating provisions:

…

(5) If the number of working hours is changed, the annual leave which has not yet been taken is adjusted proportionally to the number of hours in the new contract.'

15 Pursuant to Paragraph 60 of L-VBG:

'The right to annual leave expires if the contractual public servant does not take the annual leave by 31 December of the calendar year following the leave year. If it was for work-related reasons that annual leave could not be taken by that date, then the right to annual leave does not expire until the end of the calendar year following that date. In the event that the contractual public servant takes parental leave under the Law on maternity protection [Tiroler Mutterschutzgesetz] of 2005 or 1979, or the Law on parental leave [Tiroler Eltern-Karenzuralubgesetz] of 2005, the expiry date of the annual leave is postponed by the length of time by which the parental leave exceeds 10 months.'

16 The Law of 12 November 2008 (BGBl. I, 5/2009), entered into force on 1 February 2009, amended Paragraph 1(2)(m) of the L-VBG and is worded henceforth as follows:

'workers, who are employed for a period not exceeding six months or on a casual basis.'

The dispute in the main proceedings and the questions referred for a preliminary ruling

17 The applicant in the main proceedings, as the competent body for the employees of the hospitals of the Province of Tyrol, lodged an application for a declaration under the special procedure provided for in Paragraph 54(1) of the Law on Labour and Social Courts (Arbeits- und Sozialgerichtsgesetz, BGBl. Nr. 104/1985).

18 That action, against the Province of Tyrol as an employer, seeks a declaration by the Landesgericht Innsbruck (Regional Court, Innsbruck) that certain provisions of the L-VBG are incompatible with Community law.

19 In those circumstances, the Landesgericht Innsbruck decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:

'1. Is it compatible with Clause 4.1 of the framework agreement on part-time work … that workers employed under a private law contract by a local or regional authority or a public undertaking and who work less than 12 hours per week (30% of the normal working time), be treated less favourably than comparable full-time workers with regard to remuneration, classification in salary group, recognition of previous periods of service, entitlement to leave, additional payments and overtime supplements, etc.?

2. Is the pro rata temporis principle, as set out in Clause 4. 2 of the framework agreement, to be interpreted as precluding a provision of national law such as Paragraph 55(5) of the L-VBG, under which in the event of a change in the working hours of an employee, the amount of leave not yet taken is adjusted proportionally to the new working hours, with the result that the worker who reduces his working hours from full-time to part-time, has his entitlement to leave accumulated while working full-time reduced or, as a part-time worker, he can only take that leave with a reduced level of payment for leave?

3. Is a provision of national law, such as Paragraph 1(2)(m) of the L-VBG, under which workers employed for a period not exceeding six months or on a casual basis are treated less favourably with regard to remuneration, classification in salary

group, recognition of previous periods of service, entitlement to leave, additional payments and overtime supplements etc., contrary to Clause 4 of the framework agreement [on fixed-term-work]?

4. Is there indirect discrimination on grounds of sex within the meaning of Article 14(1)(c) of … Directive 2006/54 …, if, in the case of employees who take the full two years' parental leave permissible by law, the entitlement to annual leave from the year preceding the birth expires before the end of the parental leave, and the majority of the workers affected are women (97%)?'

20 By order of 10 December 2009, received at the Court on 14 December 2009, the Landesgericht Innsbruck requested the Court not to rule on the first question but only on the second to fourth questions which it had referred to the Court pursuant to Article 234 CE.

The questions referred for a preliminary ruling

Admissibility

21 It its written observations, the Province of Tyrol claims that, since the provisions of European Union Law referred to by the national court are not directly applicable, the questions referred to the Court for a preliminary ruling are inadmissible.

22 In that regard, it must be recalled that the Court has consistently held that whenever the provisions of a directive appear, so far as their subject-matter is concerned, to be unconditional and sufficiently precise, they may be relied upon by individuals as against the Member State, particularly in its capacity as an employer (see, in particular, to that effect, Case C-187/00 *Kutz-Bauer* [2003] ECR I-2741, paragraphs 69 and 71; Case C-268/06 *Impact* [2008] ECR I-2483, paragraph 57; and Case C-537/07 *Gómez-Limón Sánchez-Camacho* [2009] ECR I-6525, paragraph 33). That is undoubtedly the case with regard to Article 14 of Directive 2006/54.

23 That case-law can be applied to agreements which, like the framework agreements on part-time work and on fixed-term work, are the product of a dialogue between management and labour at European Union level and which have been implemented, in accordance with their respective legal basis, by a directive of the Council of the European Union, of which they are thus an integral component (see, to that effect, *Impact*, paragraph 58).

24 Taking those considerations into account, the Court held in particular that Clause 4.1 of the framework agreement on fixed-term work is unconditional and sufficiently precise for individuals to be able to rely upon it before a national court (see *Impact*, point 2 of the operative part of the judgment). The Court has further made clear that Clause 4.2 of that framework agreement simply articulates one of the consequences which may be associated, where appropriate, subject to judicial control, with the application of the principle of non-discrimination in favour of fixed-term workers, without in any way undermining the substance of that principle (*Impac*t, paragraph 65).

25 In view of the foregoing and the fact that the wording of Clauses 4 of the framework agreements on part-time work and on fixed-term work are, *mutatis mutandis*, identical, it must be concluded that the provisions of European Union law referred to by the

national courts are unconditional and sufficiently precise for individuals to be able to rely upon them before a national court.

26 In those circumstances, the reference for a preliminary ruling is admissible.

Question 2

27 By its second question the national court is essentially asking whether relevant European Union law, and in particular Clause 4.2 of the framework agreement on part-time work, must be interpreted as precluding a national provision such as Paragraph 55(5) of the L-VBG, under which, in the event of a change in the working hours of a worker, the amount of leave not yet taken is adjusted in such a way that a worker who changes from full-time to part-time employment suffers a reduction in the right to paid annual leave which he has accumulated while working full-time, or he can only take that leave with a reduced level of holiday pay.

28 In that regard, it is important to note first that, according to settled case-law, the right of every worker to paid annual leave must be regarded as a particularly important principle of European Union social law from which there can be no derogations and whose implementation by the competent national authorities must be confined within the limits expressly laid down by Council Directive 93/104/EC of 23 November 1993 concerning certain aspects of the organisation of working time (OJ 1993 L 307, p. 18) itself (see Case C-173/99 *BECTU* [2001] ECR I-4881, paragraph 43; Case C-342/01 *Merino Gómez* [2004] ECR I-2605, paragraph 29; and Joined Cases C-131/04 and C-257/04 *Robinson-Steele and Others* [2006] ECR I-2531, paragraph 48; and regarding Directive 2003/88, see Joined Cases C-350/06 and C-520/06

Schultz-Hoff and Others [2009] ECR I-179, paragraph 22, and Case C-277/08 *Vicente Pereda* [2009] ECR I-8405, paragraph 18).

29 Second, it should be noted that that particularly important principle of European Union social law cannot be interpreted restrictively (see, by analogy, Case C-116/08 *Meerts* [2009] ECR I-10063, paragraph 42).

30 It is, moreover, common ground that the purpose of the right to paid annual leave is to enable the worker to rest and to enjoy a period of relaxation and leisure (see *Schultz-Hoff and Others*, paragraph 25). The positive effect of paid annual leave for the safety and health of the worker continues to be of significance if it is not taken in the reference period but during a later period (Case C-124/05 *Federatie Nederlandse Vakbeweging* [2006] ECR I-3423, paragraph 30).

31 A worker must normally be entitled to actual rest, since it is only where the employment relationship is terminated that Article 7(2) of Directive 2003/88 permits an allowance to be paid in lieu of paid annual leave (see, to that effect, with regard to Directive 93/104, *BECTU*, paragraph 44, and *Merino Gómez*, paragraph 30).

32 It follows from the above that the taking of annual leave in a period after the reference period has no connection to the hours worked by the worker during that later period. Consequently, a change, and in particular a reduction, of working hours when moving

from full-time to part-time employment cannot reduce the right to annual leave that the worker has accumulated during the period of full-time employment.

33 On the other hand, it is indeed appropriate to apply the principle of pro rata temporis, set out in Clause 4.2 of the framework agreement on part-time work, to the grant of annual leave for a period of employment on a part-time basis. For such a period, the reduction of annual leave by comparison to that granted for a period of full-time employment is justified on objective grounds. However, that principle cannot be applied ex post to a right to annual leave accumulated during a period of full-time work.

34 While, in conclusion, it cannot be inferred from the relevant provisions of Directive 2003/88 or from Clause 4.2 of the framework agreement on part-time work that national legislation may provide, among the conditions for the exercise of the right to paid annual leave, for the partial loss of the right to leave accumulated over a reference period, nevertheless this conclusion must be reached only when the worker has not actually had the opportunity to exercise that right (see *Vicente Pereda*, paragraph 19).

35 It follows from all the foregoing that the answer to the second question is that the relevant European Union law, and in particular Clause 4.2 of the framework agreement on part-time work, which is annexed to Directive 97/81 as amended by Directive 98/23, must be interpreted as precluding a national provision such as Paragraph 55(5) of the L-VBG, under which, in the event of a change in the working hours of a worker, the amount of leave not yet taken is adjusted in such a way that a worker who reduces his working hours from full-time to part-time suffers a reduction in the right to paid annual leave which he has accumulated but not been able to exercise while working full-time, or he can only take that leave with a reduced level of holiday pay.

Question 3

36 By its third question the national court is essentially asking whether Clause 4 of the framework agreement on fixed-term work must be interpreted as precluding a national provision such as Paragraph 1(2)(m) of the L-VBG, which excludes from the scope of that law workers employed under a fixed-term contract of a maximum of six months or on a casual basis.

37 It must be remembered, first of all, that the L-VBG, in the version in force until 1 February 2009, applied to full-time workers and those employed for a period longer than six months or working part-time for a period of at least 30% of the normal working hours.

38 Following the amendment referred to in paragraph 16 above, all part-time workers enjoy, in the same manner as full-time workers, the rights granted by the L-VBG concerning, in particular, remuneration, classification in salary group, recognition of previous periods of service, entitlement to leave, additional payments and overtime supplements. It is clear from the explanatory notes to the draft law that that amendment was regarded as necessary in light of the framework agreement on part-time work.

39 With regard to the workers employed under a fixed-term contract of a maximum of six months, including workers employed on a casual basis with contracts limited to one day, who are still excluded from the scope of the L-VBG, it should be noted that the mere fact that those workers are denied the rights granted by that law means that they are treated less favourably than permanent or part-time workers.

40 In that context, it should be pointed out that the enjoyment of certain rights, which, according to the Province of Tyrol, derive from other provisions applicable to the category of workers excluded from the scope of application of the L-VBG, can only mitigate, in some circumstances, the effect of the unfavourable treatment of those workers resulting from that exclusion.

41 That being the case, it should be noted that, according to Clause 4 of the framework agreement on fixed-term work and the principle of non-discrimination, the different treatment of a fixed-term worker compared with a comparable permanent worker can only be justified on objective grounds.

42 According to settled case-law, the concept of 'grounds' for the purposes of Clause 5.1(a) of the framework agreement on fixed-term work must be understood as referring to precise and concrete circumstances characterising a given activity, which are therefore capable, in that particular context, of justifying the use of successive fixed-term employment contracts. Those circumstances may result, in particular, from the specific nature of the tasks to be performed under such contracts and from the inherent characteristics of those tasks or, as the case may be, from pursuit of a legitimate social-policy objective of a Member State (Case C-212/04 *Adeneler and Others* [2006] ECR I-6057, paragraphs 69 and 70, and Case C-307/05 *Del Cerro Alonso* [2007] ECR I-7109, paragraph 53).

43 The same interpretation is necessary, by analogy, regarding the identical concept of 'objective grounds' within the meaning of Clause 4.1 of the framework agreement on part-time work (*Del Cerro Alonso*, paragraph 56).

44 In those circumstances, the concept 'objective grounds' within the meaning of that clause must be understood as not permitting a difference in treatment between fixed-term workers and permanent workers to be justified on the basis that the difference

is provided for by a general, abstract national norm. On the contrary, that concept requires the unequal treatment at issue to respond to a genuine need, be appropriate for achieving the objective pursued and be necessary for that purpose (*Del Cerro Alonso*, paragraphs 57 and 58).

45 That being so, the Province of Tyrol considers that the different treatment of the workers referred to in Paragraph 1(2)(m) of the L-VBG is justified on objective grounds connected to the implementation of the requirement for rigorous personnel management. The Austrian Government argues that it would be extremely difficult and onerous from an administrative point of view to create permanent posts in excess of requirements by concluding employment contracts with workers with whom a long-term employment relationship cannot a priori be considered. Such an approach would prevent the pursuit of a legitimate objective of social policy and the organisation of the labour market.

46 Such an argument cannot however be accepted. First, rigorous personnel management is a budgetary consideration and cannot therefore justify discrimination (see, to that effect, Joined Cases C-4/02 and C-5/02 *Schönheit and Becker* [2003] ECR I-12575, paragraph 85). Second, the European Commission rightly points out that the aim of Clause 4 of the framework agreement on fixed-term work is not necessarily to create permanent jobs.

47 It follows from the above that Clause 4 of the framework agreement on part-time work, which is annexed to Directive 1999/70, must be interpreted as precluding a national provision such as Paragraph 1(2)(m) of the L-VBG, which excludes from the scope of that law workers employed under a fixed-term contract of a maximum of six months or on a casual basis.

Question 4

48 By its fourth question the national court is essentially asking whether the relevant European Union law, and in particular Article 14(1)(c) of Directive 2006/54, must be interpreted as precluding a national provision such as the last sentence of Paragraph 60 of the L-VBG, under which the workers, mainly women, exercising their right to parental leave of two years, lose, following that leave, their right to paid annual leave accumulated during the year preceding the birth of their child.

49 In that regard, it must be noted that even though, strictly speaking, the national court has directed its reference for a preliminary ruling solely to the interpretation of Article 14(1)(c) of Directive 2006/54, the Court is not thereby precluded from providing the national court with all the elements for the interpretation of European Union law which may be of assistance in adjudicating on the case pending before it, whether or not that court has specifically referred to them in its question (see, to that effect, Case C-387/01 *Weigel* [2004] ECR I-4981, paragraph 44, and Case C-152/03 *Ritter-Coulais* [2006] ECR I-1711, paragraph 29).

50 Therefore, it is to be remembered, first of all, that according to Clause 2.6 of the framework agreement on parental leave, which can be relied on by individuals before a national court (see *Gómez-Limón Sánchez-Camacho*, point 1 of the operative part of the judgment), rights acquired or in the process of being acquired by the worker on the date on which parental leave starts are to be maintained as they stand until the end of parental leave and apply after that leave.

51 Thus, it is apparent from both the wording of Clause 2.6 and its context that that provision is intended to avoid the loss of or reduction in rights derived from an employment relationship, acquired or being acquired, to which the worker is entitled when he starts parental leave, and to ensure that, at the end of that leave, with regard

to those rights, he will find himself in the same situation as that in which he was before the leave (see *Gómez-Limón Sánchez-Camacho*, paragraph 39, and *Meerts*, paragraph 39).

52 The framework agreement on parental leave is in line with the fundamental objectives enshrined in paragraph 16 of the Community Charter of the Fundamental Social Rights of Workers on equal treatment for men and women, to which the framework agreement refers and which is also mentioned in Article 136 EC, objectives which are associated with the improvement of living and working conditions and with the existence of proper social protection for workers, in the present case those who have applied for or taken parental leave (see *Meerts*, paragraph 37).

53 It is clear from the objectives of the framework agreement on parental leave, that the concept of '[r]ights acquired or in the process of being acquired' within the meaning of Clause 2.6 of the framework agreement covers all the rights and benefits, whether in cash or in kind, derived directly or indirectly from the employment relationship, which the worker is entitled to claim from the employer at the date on which parental leave starts (*Meerts*, paragraph 43).

54 Since the right to paid annual leave is, as noted in paragraph 28 above, particularly important, it is undoubtedly one of the rights derived directly from the employment relationship of every worker, and this is true both in the case of male and female workers.

55 Since that finding applies to all workers exercising their right to parental leave of two years, whether male of female, it is not necessary to interpret Article 14(1)(c) of Directive 2006/54.

56 It follows from all of the foregoing that the answer to the fourth question is that Clause 2.6 of the framework agreement on parental leave, which is annexed to Directive 96/34 as amended by Directive 97/75, must be interpreted as precluding a national provision such as the last sentence of Paragraph 60 of the L-VBG, under which workers exercising their right to parental leave of two years lose, following that leave, their right to paid annual leave accumulated during the year preceding the birth of their child.

Costs

57 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 (First Chamber) hereby rules:

1. **Relevant European Union law and, in particular, Clause 4.2 of the framework agreement on part-time work, concluded on 6 June 1997 which is annexed to Council Directive 97/81/EC of 15 December 1997 concerning the framework agreement on part-time work concluded by UNICE, CEEP and the ETUC, as amended by Council Directive 98/23/EC of 7 April 1998, must be interpreted as precluding a national provision such as Paragraph 55(5) of the Law of the Province of Tyrol on contractual public servants (Tiroler Landes-Vertragsbedienstetengesetz) of 8 November 2000, in the version in force up to 1 February 2009, under which, in the event of a change in the working hours of a worker, the amount of leave not yet taken is adjusted in such a way that a worker who reduces his working hours from full-time to part-time suffers a reduction in the right to paid annual leave he has accumulated but not been**

able to exercise while working full-time, or he can only take that leave with a reduced level of holiday pay.

2. Clause 4 of the framework agreement on fixed-term work concluded on 18 March 1999, which is annexed to Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, must be interpreted as precluding a national provision such as Paragraph 1(2)(m) of the Law of the Province of Tyrol on contractual public servants of 8 November 2000, in the version in force up to 1 February 2009, which excludes from the scope of that law workers employed under a fixed-term contract of a maximum of six months or on a casual basis

3. Clause 2.6 of the framework agreement on parental leave concluded on 14 December 1995, which is annexed to Council Directive 96/34/EC of 3 June 1996 on the framework agreement on parental leave concluded by UNICE, CEEP and the ETUC, as amended by Council Directive 97/75/EC of 15 December 1997 must be interpreted as precluding a national provision such as the last sentence of Paragraph 60 of the Law of the Province of Tyrol on contractual public servants of 8 November 2000, in the version in force up to 1 February 2009, under which workers exercising their right to parental leave of two years lose, following that leave, their right to paid annual leave accumulated during the year preceding the birth of their child.

[Signatures]