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EUROPEAN SOCIAL CHARTER

Comments by the Confederación Intersindical Galega

on the 34th National Report on the implementation of the European Social Charter

submitted by

THE GOVERNMENT OF SPAIN

Articles 2, 4, 5 and 6 of the European Social Charter of 1961

Articles 2 and 3 of the Additional Protocol of 1988
for the period 01/01/2017 – 31/12/2020

Report registered by the Secretariat

on 05 July 2022

CYCLE 2022

Comments by the

Confederación Intersindical Galega (CIG)

to the

34th report

presented by the Spanish Government to the European Committee of Social Rights, in relation to the Kingdom of Spain's fulfilment of the European Social Charter (1961)

European Social Charter
Cycle 2022
Period 01/01/2017 - 31/12/2020

The 34th report[1] was submitted by the Government of Spain on **31/12/2021** and concerns the accepted provisions relating to Thematic Group 3, concerning *"Labour Rights"*, which includes the following articles:

- **2 (The right to just conditions of work)**
- **4 (The right to a fair remuneration)**
- **5 (The right to organise)**
- **6 (The right to bargain collectively)**
- **2 (Right to information and consultation) and 3 (Right to take part in the determination and improvement of the working conditions and working environment) of the Additional Protocol of 1988**

The reference period to be taken into account is **01/01/2017 - 31/12/2020**.

The new indications from the European Commitee of Social Rights (hereinafter referred to as "the Committee" or "the ECSR"), which calls for precise and concrete responses to questions asked, were also taken into consideration.

In fulfilment of what is established by the European Social Charter's Article 21, the Spanish Government sent a copy of its report to the most representative workers' organisations.

Trade unions, employers' organisations, non-governmental organisations, human rights institutions and equality bodies were invited to submit their comments on the aforementioned report under the reporting procedure by **30/06/2022**.

The ***Confederación Intersindical Galega*** (Galician Unions' Confederation) is a trade union that:

[1] https://rm.coe.int/rap-rcha-esp-34-2022/1680a64472

- defends the national identity of Galicia and the self-organization of the Galician workers;
- practices solidarity and internationalism;
- considers democracy and participation a fundamental principle;
- maintains independence from any other organization or institution;
- expresses itself in Galician language and promotes the Galician culture.

Article 2 - The right to just conditions of work

Paragraph 1 - To provide for reasonable daily and weekly working hours, the working week to be progressively reduced to the extent that the increase of productivity and other relevant factors permit

1. The Committee concludes that the situation in Spain is **not in conformity with article 2.1 of the 1961 Charter**, because the maximum working time may exceed 60 hours per week, within the framework of flexible work time formulas and for certain categories of workers.

As the Committee has recalled (*Confédération Française de l'Encadrement* CFE-CGC v. France, Complaint No. 9/2000, Decision on the merits of 16 November 2001, §§29-38), in order to be found in conformity with the Charter, internal laws or regulations must fulfil three criteria:

- they must prevent unreasonable daily and weekly working time. The maximum daily and weekly working hours referred to above must not be exceeded in any case.

- they must operate within a legal framework providing adequate guarantees. A flexible working time system must operate within a precise legal framework which clearly circumscribes the discretion left to employers and employees to vary, by means of a collective agreement, working time.

- they must provide for reasonable reference periods for the calculation of average working time. The reference periods must not exceed six months. They may be extended to a maximum of one year in exceptional circumstances.

The Spanish Government admits that, as regards this conclusion of non-conformity, no changes were made to articles 34 and 37 of the Workers' Statute during the period of reference of its report.

This means:

- that the Workers' Statute establishes 12 hours of obligatory rest between two consecutive working days and one and a half days of uninterrupted weekly rest which can be accumulated over 14 days.

- therefore, that the possibility of the working week exceeding 60 hours is maintained in the Spanish legal system.

The fact that the report cites a number of collective agreements for specific activities that limit the possibility of working 60 hours per week does not mean that this possibility is merely theoretical, as the report says. On the contrary, it reveals that the limitation of working hours is a concern of collective bargaining, given the omission of the Spanish legislator.

Therefore, we understand that **the qualification of non-conformity must be maintained**, because **the right to reasonable working time does not exist with a weekly working time of more than 60 hours.**

2. In relation to the Committee's request for information regarding the **rules applicable to the on-call system and the specific question of whether periods of inactivity during the on-call period are counted**, in whole or in part, as rest time, the report admits that does not exist a general legal provision regulating availability times, beyond specific sectors.

In the light of various questions referred for a preliminary ruling relating to on-call time, the Court of Justice of the European Union has repeatedly interpreted the concept of "working time" in Article 2 of Directive 2003/88/EC, which defines it as any period during which the worker remains at work, at the disposal of the employer and in the exercise of his activity or duties, in accordance with national laws and/or practices. By exclusion, the "rest period" is defined as the entire period other than working time. It is, therefore, two alternative and exclusive concepts: alternative because it is either working time or they are rest periods; and exclusive because the time of the life of the worker can only be subsumed in one of these concepts, without that, in the scenario configured by the European Union's regulations on working hours, there is no other intermediate concept between work and rest.

According to the *Matzak* doctrine of the Court of Justice of the European Union (judgment of 21 February 2018, C-518/15[2]), Member-States may not maintain or adopt a less restrictive definition of the concept of working time than that contained in Article 2 of Directive 2003/88/EC, the latter provision which must be interpreted as meaning that the on-call time spent at home with the obligation to respond to your employer's calls within eight minutes, a period which

[2] http://curia.europa.eu/juris/document/document.jsf?text=&docid=199508&pageIndex=0&doclang=ES&mode=lst&dir=&occ=first&part=1&cid=4740005

considerably restricts the possibility of carrying out other activities, should be considered as working time.

The recent judgment of the Spanish Supreme Court of 17 February 2022 (rec. 123/2020[3]) declares that the duty period of physical presence in the workplace of ambulance employees, are included in Directive 2000/34/EC and do not apply to them Royal Decree 1561/1995, of September 21, on special working days, so that these duty periods, on a 24-hour/day basis and a 72-hour rest period, requiring the physical presence of the worker in the workplace and being at the employer's disposal, have the status of effective working time for the purposes of the annual working day and the excess must be paid as overtime.

However, it is important to recall that in three collective complaints from France, the Committee has considered that the periods of location guard in which the worker has not been called to provide effective services, although they do not constitute effective working time, nor can this period be considered as rest, because the worker is prevented from engaging in the activities of his free choice, scheduled within the limits of the time available before resuming work at a certain time, and because the opposite would be to maintain a situation of dependence on the company. An absence of actual work cannot constitute a sufficient criterion to consider that period as rest time by finding *a posteriori* that the worker has not worked, but that the free disposition of his time must be ensured *a priori*. It follows that the assimilation of on-call periods to rest time constitutes a violation of the right to a reasonable duration of work provided for in Article 2 of the (revised) Charter[4].

The Court of Justice of the European Union, perhaps familiar with the Committee's doctrine, does not hide the limitations arising from the binary terms defining "working time" and "rest periods" in Directive 2003/88/EC. For this reason, and in order to guarantee the right to health of workers, it invokes Articles 5.1 and 6.1 of Directive 89/391/EEC (reproduced in the section on rules applicable to the case), to conclude that "*employers cannot establish stand-by periods that are so long or so frequent that they constitute a risk to the safety or health of workers, irrespective of those periods being classified as 'rest periods' within the meaning of Article 2(2) of Directive 2003/88. It is for the Member States to define, in their national law, the detailed arrangements for the application of that obligation*" (judgement of 9 March 2021[5], C-580/19, *Stadt Offenbach am Main*).

[3] https://www.poderjudicial.es/search/AN/openDocument/c4945e1e0eed5708/20220307

[4] See these arguments in: *Confédération française de l'Encadrement* (CFE-CGC) v. France, complaint number 16/2003, decision of 12 October 2004, paragraphs 51 to 53; *Confédération générale du travail* (CGT) v. France, complaint number 22/2003, decision of 8 December 2004, paragraphs 35 to 38; *Confédération générale du travail* (CGT) v. France, complaint number 55/2009, decision of 23 June 2010, paragraphs 35 to 37.

[5] https://curia.europa.eu/juris/liste.jsf?num=C-580/19&language=EN

However, if we turn to Spanish law, we find a flagrant breach of both article 2.1 of the Charter, interpreted by the Committee, and the *obiter dicta* commentary of the Court of Justice of the European Union in application of articles 5.1 and 6.1 of Directive 2003/88/EC: there is no rule in the Workers' Statute, nor in the regulatory development of special working hours, that guarantees the right to rest of workers in cases of localized guards, in the terms in which the Committee interprets the Charter[6].

We therefore consider that the situation in Spain is **contrary to the article 2.1** of the Charter.

3. Regarding the **measures adopted in response to the Covid-19 pandemic**, aimed at facilitating the enjoyment of this right, among which the Committee notes the establishment of flexible working hours, teleworking and measures to assist working people with children during the closure of schools, the following points should be noted:

- Remote working was an essential instrument to sustain economic activity during the state of alarm declared in Spain (March 2020). From a company's perspective, such benefits are linked to a reduction in production costs and a deactivation of the social conflict. From the worker's perspective, remote working is often labelled as an opportunity to foster the conciliation between work and family life or household chores, but it also presents a serious risk of interrupting and harming family relationships and overloading household and care tasks, especially for women.

- Access to teleworking depends on personal and job-related characteristics. Individuals who are most likely to work from home are male, with higher educational attainments and working in public administration with a fixed-term contract. Workers with digital skills are better positioned to face the demands of teleworking and highlights the need to increase ICT training to meet the challenges stemming from flexible working.

- Covid-19 might have increased the inequalities already present in the Spanish labour market, as access to remote working has not been homogenous among workers. This could hinder access to remote work for all potential collectives and could increase exclusion from the labour market of the traditionally most disadvantaged groups.

[6] A broader development of these ideas can be found in: LOUSADA AROCHENA, José Fernando (magistrate of the Superior Court of Justice of Galicia). *Guardias localizadas: a veces tiempo de trabajo, a veces períodos de descanso*. Revista de Jurisprudencia Laboral, 1/2022. https://doi.org/10.55104/RJL_00301

- Furthermore, there are other negative consequences, such as technostress, psychological fatigue, non-work life conflict, permanent digital connectivity and inability to switch off, cybersecurity problems, isolation and negative synergies due to lower contact with fellow employees. This last phenomenon is known in the literature as the "autonomy paradox". In fact, remote working could be weakening labour ties and solidarity, hampering teamwork and diminishing the benefits associated with collective intelligence; thus, adequate legislation is needed to protect the non-working time of employees, guaranteeing their privacy, their right to disconnect and their trade union rights.

Paragraph 3 - To provide for a minimum of four weeks' annual holiday with pay

The Committee concludes that the situation in Spain is **not in conformity with article 2.3** of the 1961 Charter, because not all employees have the right to take at least two weeks of uninterrupted holiday during the year. In particular, the previous conclusions[7] recall that in Spain annual leave must be taken in installments of at least five uninterrupted working days.

The report of the Government of Spain shows its disagreement with the Committee's legal interpretation of the Charter, but does not reveal that any progress has been made during the reference period. It only mentions an international treaty rule, the article 8 of the ILO Holidays with Pay Convention (C-132, 1970), which states that one of the parts of the holiday period must consist of at least two uninterrupted working weeks, unless otherwise provided in a binding agreement between the company and the person concerned.

However, the situation persists.

Thus, the Resolution of 28 February 2019, of the Secretary of State for Public Function[8], which dictates instructions on working hours of personnel at the service of the General State Administration and its public bodies, establishes in its article 9.3 that: "*Vacations will be enjoyed, prior authorization and provided that it is compatible with the needs of the service, within the calendar year and until January 31 of the following year, in minimum periods of* ***five consecutive working days***."

Therefore, **the qualification of non-conformity must be maintained**, because **the right to paid annual leave is not always guaranteed** (not all employees have the right to take at least 2 weeks of uninterrupted holiday during the year).

[7] https://hudoc.esc.coe.int/eng?i=XXI-3/def/ESP/2/3/EN
[8] https://www.boe.es/buscar/act.php?id=BOE-A-2019-2861

Paragraph 4 – To eliminate risks in inherently dangerous or unhealthy occupations, and where it has not yet been possible to eliminate or reduce sufficiently these risks, to provide for either a reduction of working hours or additional paid holidays for workers engaged in such occupation

The Committee states that it requires additional information to assess the situation regarding article 2.4 of the Charter.

1. Regarding the **elimination or adequate reduction of the risks inherent to dangerous or unhealthy occupations**, the Spanish Government's report describes the applicable legislative instruments, but does not explain the socio-economic context in which these rules must be applied, characterised by:

- the proliferation of small or micro enterprises (and/or self-employed professionals, true or false) that are part of subcontracting chains for the supply of services or products to large companies, which have the capacity to impose their prices leaving them little profit margin, reverse these pressures on workers;

- a minimal public intervention.

- the proliferation of precarious, low-wage contracts with conditions, insecure, dangerous, painful; and where workers are unable to make their voices heard on health and safety conditions; an environment in which workers do not see clearly the protection of their rights to the prevention of occupational risks, in which the institutions have not equipped themselves with the necessary means to intervene to improve working conditions that affect their health and safety.

Attached below is a table showing the distribution of companies in Spain registered in the Social Security, according to data from the Ministry of Labour, dated January 2019:

COMPANIES BY SIZE	NUMBER OF COMPANIES
Self-employed (SME without employees)	1,559,798
SME (1-249 employees)	
Microenterprises (1-9)	1,143,015
Small enterprises (10-49)	154,738
Medium enterprises (50-249)	24,508
Large enterprises	4,700
TOTAL	**2,886,759**

If we look at the accident rate, the accident data for 2017 clearly reflect that the highest number of accidents occurs in SMEs compared to other companies, according to the Working Accident Statistics:

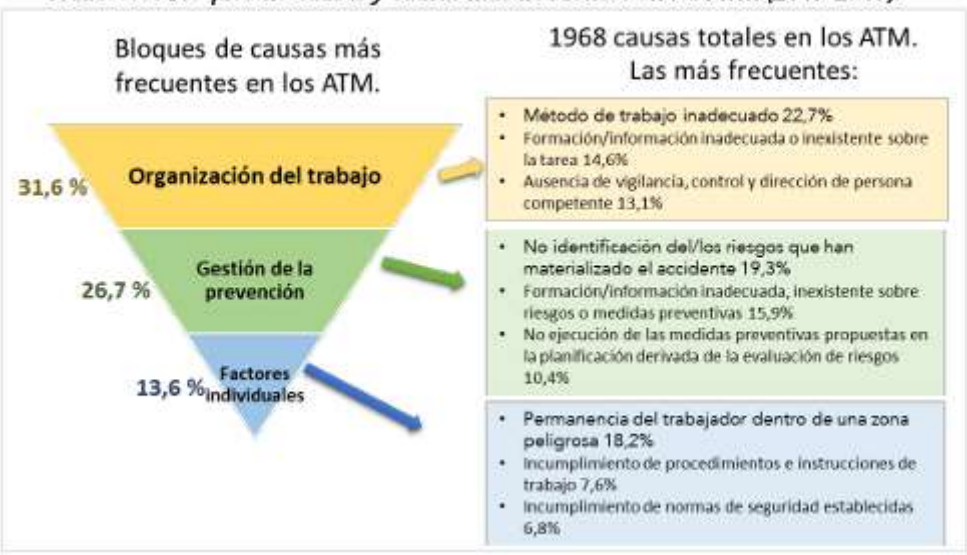
SIZE OF THE COMPANY	NUMBER OF ACCIDENTS
1 to 9 employees	115.651
10 a 49 employees	165.046
50 a 249 employees	132.559
> 250 employees	92.401

It should be noted that between 2017, 2018 and 2019, **472 fatal work accidents** were investigated, according to a study[9] by the Ministry of Labour.

The most prominent causes of fatal accidents are mainly those related to "work organization" and "prevention management". Thirdly, "individual factors" appear, which indicate deficiencies relating to workers' awareness and modification of attitudes and behaviours, deficiencies that can be significantly reduced by implementing training and information activities, appropriate working methods and procedures; these measures fall squarely on improving the "organisation of work" and "managing prevention".

Specifically, the cause of the most frequent fatal accident is "inadequate working method", which belongs to the "organization of work" block. The second and third are the "non-identification of the risks that have materialized the accident" and the "permanence of the worker within a dangerous area", included in the prevention management blocks and individual factors.

Gráfico 33. Bloques de causas y causas más frecuentes en los ATM (2017-2019).



2. The second part of **article 2.4** of the Charter refers to the commitment of the Contracting Parties, where it has not yet been possible to eliminate or sufficiently

9 https://www.insst.es/documents/94886/1409228/An%C3%A1lisis+de+la+mortalidad+por+accidente+de+trabajo+en+Espa%C3%B1a+2017+-+2019.pdf/28d27977-a10d-02a9-5b85-a930193e7cee?t=1641435971749

reduce occupational risks, **to provide workers with a reduction in working hours or additional paid holidays**.

The Government's report acknowledges that Spanish legislation (articles 4.7.d) and 15.1.g) LPRL) does not provide for the limitation of exposure to risks by reducing their duration as a compensatory measure, but rather as one of various organisational measures taken to protect workers' health and safety.

Therefore, we consider that the situation is **not in accordance with the Charter**, since **workers exposed to special occupational risks are not compensated with additional rest time**.

Article 4 – The right to a fair remuneration

Paragraph 1 - To recognise the right of workers to a remuneration such as will give them and their families a decent standard of living

The Committee concludes that the situation in Spain is **not in conformity with article 4.1** of the 1961 Charter, because the minimum wage for private sector workers and the minimum wage for public sector employees are not sufficient to ensure a decent standard of living.

According to EUROSTAT data[10], the average annual earnings in Spain of single workers without children (100% of an average worker) were:

- **2017:** € 26,549.79 gross and € 20,948.65 net
- **2018:** € 26,921.76 gross and € 21,198.42 net
- **2019:** € 27,292.47 gross and € 21,481.84 net
- **2020:** € 26,028.06 gross and € 20,632.83 net

The minimum interprofessional wage per year was:

- **2017:** € 9,907.80 gross (707.70 x 14)
- **2018:** € 10,302.60 gross (735.9 x 14)
- **2019:** € 12,600 gross (900 x 14)
- **2020:** € 13,300 gross (950 x 14)

The Committee has repeatedly pointed out that the right to a fair and sufficient remuneration that gives workers and their families a decent standard of living sets the threshold at **60%** of workers' average salary.

Therefore, **the qualification of non-conformity must be maintained**, because **the minimum wage does not secure a decent standard of living.**

[10] http://appsso.eurostat.ec.europa.eu/nui/submitViewTableAction.do

Paragraph 2 - To recognise the right of workers to an increased rate of remuneration for overtime work, subject to exceptions in particular cases

1. The Committee concludes that the situation in Spain is **not in conformity with article 4.2** of the 1961 Charter, because the Workers' Statute does not guarantee that an increased rate of remuneration or an increase in free time shall be granted for overtime work.

The situation in law which it has previously found not in conformity with the Charter has not changed. Article 35 of the Workers' Statute provides that remuneration for overtime work shall be established by collective bargaining, and under no circumstances shall it be lower than the amount paid for ordinary working hours. To put the same point in other words, Spain's legislator chose not to stipulate a salary increase by law for remuneration of overtime work, ignoring the Committee's repeated conclusions.

On the other hand, the voluntary and remunerated nature of overtime is not always fulfilled in reality, as we will see in the next point.

Therefore, **the qualification of non-conformity must be maintained**, because **an increased rate of remuneration of free time is not granted for overtime work.**

2. Furthermore, it should be reiterated that **a widespread practice of unpaid/uncompensated overtime exists in some sectors**, such as banking, textiles, hospitality, commerce and metal/auto repair shops, as well as in companies with fewer than 50 workers.

Spanish workers performed more than 166 million paid overtime hours in 2018, the second highest figure in the last 10 years according to the analysis carried out by Randstad of the Labour Cost Survey, carried out by the National Institute of Statistics (INE) since 2008.

In the second quarter of 2019, the INE recorded an average of more than 6 million 'extra' hours per week. Of these, more than three million were paid and the rest (2.9 million) were not paid, which represents 48.4% of the 'overtime' worked per week.

Finally, women perform a greater number of unpaid overtime compared to men. Among the total 'overtime' hours performed by women, 49.5% of them were unpaid while this percentage among men is reduced to 47.7%.

Paragraph 4 - To recognise the right of all workers to a reasonable period of notice for termination of employment

The Committee concludes that the situation in Spain is **not in conformity with article 4.4** of the 1961 Charter because the two-week period of notice is not reasonable for workers who have provided more than six months of service, and because in the event of incapacity or death of the employer there is no period of notice, nor is there such a period for workers on a probationary period.

To date, neither domestic legislation nor internal practices had resolved these issues, and workers had no guarantee of a minimum notice period in the event of the termination of the employment relationship. Labour legislation had not rectified the shortcomings observed by the Committee in the past. The situation today remains unchanged, without any measures having been taken to prevent a violation of the Charter.

In this regard, the Spanish Government's report once again expresses its disagreement with the Committee's legal interpretation, with arguments such as the fact that workers receive financial compensation at the end of their contract, the amount of the compensation increases in accordance with the seniority of the worker in the company. However, the purpose of such assessed compensation is to compensate for the loss of the employment itself, not the lack of a minimum notice period, so the Government's allegations are not acceptable.

Therefore, **the qualification of non-conformity must be maintained**, because the situation in law which it has previously found not in conformity with the Charter **has not changed**.

Article 6 – The right to bargain collectively

Paragraph 2 - To promote, where necessary and appropriate, machinery for voluntary negotiations between employers or employers' organisations and workers' organisations, with a view to the regulation of terms and conditions of employment by means of collective agreements

1. The Committee concludes that the situation in Spain is **not in conformity with article 6.2** of the 1961 Charter, because the law enables employers unilaterally not to apply the conditions agreed in collective agreements.

With all due respect to the Spanish Government, there is no confusion in the Committee's previous conclusions.

Article 41.2 of the Workers' Statute allows the employer, on "economic, technical organizational or production-related grounds", to unilaterally modify the working conditions recognized "in collective agreements or pacts". The only limit to this entrepreneurial power is found in article 41.6, which establishes that the modification of the working conditions established in the collective agreements regulated in Title III (that is, the most formal collective agreements, which require certain majorities and are officially published) must be carried out in accordance with the provisions of article 82.3, which excludes a unilateral decision by the employer.

In this sense, the unilaterally modifiable "collective agreements or agreements" of article 41.2 are an expression of the right of workers' representatives and employers to collective bargaining and, as the report says, they can have an obligatory nature to the parties and play a decisive role in establishing labour relations. Even if not included in Title III of the Workers' Statute, this act refers in many of its sections to agreements on certain matters without expressly granting them the classification of collective agreements, even if it confers on them a similar legal effectiveness.

The fact that the modification must be based on objective causes and there may be a prior consultation procedure with the workers' representation does not alter the unilateral nature of the employer's decision.

Therefore, **the qualification of non-conformity must be maintained**, because the situation in law which it has previously found not in conformity with the Charter **has not changed.**

2. The Committee requests information about the **circumstances in which a company agreement has priority over a national sectoral agreement**, and to what extent.

Article 82.3 of the Workers' Statute allows collective agreements at the company level to set different conditions (even detrimental conditions to the workers) than those established in higher-level collective agreements, in the following areas:

> "a) The amount of the base salary and of salary supplements, including those linked to the situation and results of the company.
> b) Payment or compensation for overtime hours and the specific remuneration for shift work.
> c) The schedule and distribution of working hours, the shift work scheme and the annual planning of holiday leave.
> d) The adaptation to the company of the workers' professional classification system.
> e) The adaptation of the aspects of the hiring modalities attributed by this law to company agreements.
> f) The measures to favour work-life balance.
> g) Any other matters set forth in the collective agreements referred to in article 83.2."

In these areas, the company agreement has a total legal priority over the sectoral agreement and can be negotiated even during its validity, contrary to the general rule of "non-competition between agreements".

As the Committee has recalled on previous occasions[11], the matters negotiated at company level may not be applied detrimentally to the worker where a state level collective agreement is in place.

Therefore, **the qualification of non-conformity must be maintained**, because the situation in law which it has previously found not in conformity with the Charter **has not changed**.

Paragraph 4 - Right of workers and employers to collective action in cases of conflicts of interest, including the right to strike, subject to obligations that might arise out of collective agreements previously entered into

The Committee concludes that the situation in Spain is **not in conformity with article 6.4** of the 1961 Charter as the legislation allows the Government recourse to arbitration to end a strike in cases that exceed the limits set forth in article 31 of the 1961 Charter.

[11] http://hudoc.esc.coe.int/eng/?i=XXI-3/def/ESP/6/2/EN

Although it is a pre-democratic rule (prior to the first democratic elections held after the death of the dictator Francisco Franco) and pre-constitutional rule (also prior to the Constitution of 1978 itself), Royal Decree-Law 17/1977, of March 4, on labor relations, continues to contain much of the Spanish regulation of the right to strike, after its purification by the Judgment of the Constitutional Court 11/1981, of 8 April, following the adoption of the 1978 Constitution, which in its article 28.2 enshrined strike action as a fundamental right.

Article 10 of Royal Decree-Law 17/1977 continues to allow the Government to institute compulsory arbitration, provided that it respects the requirement of impartiality of arbitrators.

In previous conclusions[12], the Committee has stated that:

- rights and principles set forth in part I when effectively realised, and their effective exercise as provided for in part II, shall not be subject to any restrictions or limitations not specified in those parts, except such as are prescribed by law and are necessary in a democratic society for the protection of the rights and freedoms of others or for the protection of public interest, national security, public health, or moral;

- restrictions permitted under this Charter to the rights and obligations set forth herein shall not be applied for any purpose other than that for which they have been prescribed.

Therefore, **the qualification of non-conformity must be maintained**, because the situation in law which it has previously found not in conformity with the Charter **has not changed.**

In view of the foregoing, the Galician Unions' Confederation (CIG) submits these allegations to the European Committee of Social Rights, highlighting:

- **The reiteration of infringements by the Spanish Government.**
- **The insufficient information provided by the Spanish Government, in relation to the indicated aspects, in all the sections giving rise to this report.**
- **The non-compliance with the European Social Charter in the aspects mentioned in each of the above sections and in all the articles to which these allegations refer.**

And requesting the adoption of the necessary measures, in order to ensure the labour and social rights guaranteed by the said instruments.

[12] http://hudoc.esc.coe.int/eng/?i=XXI-3/def/ESP/6/4/EN

Santiago de Compostela, 29/06/2022