



Press and Information

Court of Justice of the European Union

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Judgment in Case C-585/19

Academia de Studii Economice din București/Organismul Intermediar pentru Programul Operațional Capital Uman v Ministerul Educației Naționale

Where a worker has concluded more than one employment contract with the same employer, the minimum daily rest period applies to the contracts taken as a whole and not to each of the contracts taken separately

The Academia de Studii Economice din București (ASE) (University of Economic Studies in Bucharest, Romania) received European grant funding from the Romanian authorities for the implementation of a Human Resources Development Sectoral Operational Programme¹ entitled 'Performance and Excellence in Postgraduate Economic Research in Romania'.

On 4 June 2018, the Ministerul Educației Naționale (Ministry of National Education, Romania) declared ineligible the credit entry made by ASE in the amount of 13,490.42 Romanian lei (RON) (approximately EUR 2,800), relating to salary costs for employees of the project implementation team. The amounts corresponding to those costs were declared ineligible because the maximum number of hours (13 hours) those employees can work on a daily basis had been exceeded.

During the period from October 2012 to January 2013, on certain days, experts hired by ASE under a number of employment contracts allegedly cumulated the hours worked corresponding to the basic rate, that is eight hours per day, with the hours worked in the context of the project and with the hours worked on other projects or other activities. The total number of hours worked per day by those experts exceeded the limit of 13 hours per day provided for in the instructions from the project management authority.

The Tribunalul București (Bucharest District Court) asked the Court of Justice whether, where a worker has concluded several employment contracts with the same employer, the minimum daily rest period provided for in Article 3 of the Working Time Directive² applies to those contracts taken as a whole or to each of those contracts taken separately.

In today's judgment, the Court recalls, first, that the right of every worker to a limitation of maximum working hours and to rest periods, in particular daily rest periods, is not only a rule of Union social law of particular importance, but is also expressly enshrined in the Charter of Fundamental Rights of the European Union³.

In that regard, the Court observes that the Working Time Directive⁴ defines the concept of 'working time' as any period during which the worker is at work, at the employer's disposal and carrying out his or her activity or duties. It imposes an obligation on Member States to take the necessary measures to ensure that 'every worker' has a minimum rest period of 11 consecutive hours in each 24-hour period.

¹ Project POSDRU/89/1.5/S/59184.

² 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).

³ Article 31(2).

⁴ Article 2(1) and Article 3 of the Working Time Directive.

On the other hand, 'rest period' is defined as any period which is not working time. 'Rest period' and 'working time' are therefore mutually exclusive concepts and the Working Time Directive does not provide for an intermediate category between work and rest periods.

However, it is not possible to meet the requirement of the Working Time Directive that each worker has at least eleven consecutive hours of rest per day, if those rest periods are considered separately for each contract between that worker and his or her employer.

In such a case, the hours considered to constitute rest periods under one contract could, as in the case before the Court, constitute working time under another contract. Since the same period cannot be classified simultaneously as working time and a rest period, it follows that the employment contracts concluded by a worker with his or her employer must be examined together.

That interpretation is also supported by the objective of the Directive, which is to lay down minimum requirements designed to improve the living and working conditions of workers by harmonising national rules on, inter alia, the length of working time. That objective aims to ensure better protection of the safety and health of workers by providing them with minimum rest periods, particularly daily rest periods.

Therefore, the Court considers that, **where a worker has concluded several employment contracts with the same employer, the minimum daily rest period applies to those contracts taken as a whole and not to each of those contracts taken separately.**

NOTE: A reference for a preliminary ruling allows the courts and tribunals of the Member States, in disputes which have been brought before them, to refer questions to the Court of Justice about the interpretation of European Union law or the validity of a European Union act. The Court of Justice does not decide the dispute itself. It is for the national court or tribunal to dispose of the case in accordance with the Court's decision, which is similarly binding on other national courts or tribunals before which a similar issue is raised.

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The [full text](#) of the judgment is published on the CURIA website on the day of delivery.

Press contact: Jacques René Zammit ☎ (+352) 4303 3355

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