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# Labour Law

## Essential contents of the employment relationship

## I. Obligations of the employee and managerial right of the employer

The most important obligation of the employee arising from the employment contract is the obligation to perform the agreed work for a fixed or indefinite period of time. The obligation to perform work is linked to the employer's managerial right, which is an essential element of every employment contract. The obligation to perform work (type, place and time) is determined by the employer's instructions in the exercise of his managerial right.

There are also secondary obligations, such as the employee's duty to inform the employer, at the employer's request, of the status of the work, of damage or defects in the machinery or materials used; to work beyond the agreed scope in emergency situations in order to avert imminent danger; not to engage in competitive acts to the employer's disadvantage; not to disclose any of the information contained in the contract to third parties or to use it for his own advantage.

A breach of the above obligations can constitute grounds for termination of the employee.

### 1. Five-day and six-day week

A forty (40) hours' work week has been established for employees employed in a private law dependent employment relationship throughout the country. This 40-hour week defines full-time work in all sectors of the economy.

The work week may be extended over either six (6) or five (5) days per week, which is referred to as a five-day or a six-day working week. The choice between a five-day and a six-day week is the result of a free agreement between the employee and the employer. If a five-day week has been agreed in an individual contract, a new agreement between the parties is required to convert it into a six-day week.

The basic rule for statutory daily and weekly working hours is: a) in the six-day week, eight (8) hours per day and forty-eight (48) hours per week; and b) in the five-day week, nine (9) hours per day and forty-five (45) hours per week.

The generally applicable contractual working week of forty (40) hours is not affected by the application of a five-day or six-day system. This remains the same and can either be spread evenly over 5 or over 6 days of the week (5 days of 8 hours or 6 days of 6 hours and 40 minutes), or unevenly, provided that neither the statutory daily working hours (9 hours in a five-day week and 8 hours for a six-day week) nor the statutory weekly working time of forty (40) hours is exceeded.

If the daily working time exceeds four (4) consecutive hours, a break of at least fifteen (15) and at most thirty (30) minutes is granted.

If the daily working hours prescribed by law are exceeded, this is called overtime (legal or illegal). If the forty (40) hours of work per week are exceeded, it is called overwork. A combination of overtime and overwork is possible if: a) during the five (5) day week on one or more days the limit of nine (9) working hours is exceeded and the total weekly working hours are above forty (40) - overwork hours are calculated after deducting the overtime hours worked beyond the nine (9) daily working hours; and b) during the six (6) day week on one or more days the limit of eight (8) working hours is exceeded and the total weekly working hours are above forty (40).

### 2. Wage – Salary

Every employer is obliged to issue detailed payroll statements when paying wages and salaries to his employees. If he uses a computerised system, a payroll analysis must be provided.

In any case, all salaries and deductions of employees must be detailed. A signature of the employee as proof of receipt of the payroll statement is not required. The payroll can also be sent by e-mail to the private address of each employee.

Meanwhile, it is obligatory for the employer to transfer the remuneration of employees in the private sector exclusively to the bank account of the entitled employee. If an employer violates these regulations, this will result in a sanction by the labour inspector.

Employees must be remunerated in cash and not in non-cash benefits (e.g. gift vouchers, vouchers for the purchase of goods, etc.). Partial remuneration in kind is permitted if the employee has concluded a consent agreement to this, but not by unilateral determination of the employer. This method of remuneration is also not permitted if the employer is already in delay with wage payment.

The parties are free to agree on the amount of the wage in the employment contract. Later, a higher wage can be agreed by individual agreement, but no wage below the statutory or collectively agreed minimum wage.

The statutory minimum wage and the statutory minimum daily wage for full-time employees nationwide is: a) for employees, the minimum wage is seven hundred and eighty euros (€780.00); and b) for manual workers, the minimum daily wage is thirty-four euros and eighty-four cents (€34,84).

### 3. Overwork and Overtime

In enterprises where a working week of up to forty (40) hours is contractually applicable, an employee can work up to one (1) additional hour per day, or up to five (5) additional hours per week at the direction of the employer (overwork). Such hours of overwork are compensated at the regular hourly rate plus twenty percent (20%). For those employees who work six (6) days per week, the overwork is eight (8) hours per week.

Employees who work overtime shall be entitled to receive for each hour thereof and up to three (3) hours per day or a total of one hundred fifty (150) hours per year the regular hourly rate plus forty percent (40%).

For each hour of overtime beyond one hundred and fifty (150) hours per year, their compensation increases to the regular hourly rate plus sixty percent (60%). The possibility for workers to work more than one hundred fifty (150) hours per year requires a decision by the competent department of the Ministry of Labour and Social Affairs, and is permissible only in cases of work the performance of which is considered of utmost urgency.

When the above conditions prescribed by law are not met, overtime is considered irregular illegal, and the worker is entitled to payment from the normal hourly rate plus one hundred and twenty percent (120%) for each hour of illegal overtime.

During the summer of 2022, the digital employment card provided by Article 74 of Greek Law 4808/2021 was firstly introduced in certain sectors of the economy, including the banking sector and super markets, while from February 16th, 2023, the use of card has also been implemented in insurance and in security companies. The government then announced its adoption in public enterprises and organizations and the Minister of Labor and Social Affairs indicated that a new bill is being prepared since the end of August, in order to expand the use of the digital employment card in smaller businesses, with a view to its full implementation in all businesses within one year.

The digital employment card is connected to the relevant authorities in order to monitor and record working hours, breaks and overtime in real time. As mentioned, compulsory implementation will start after the adoption of the relevant legal texts (bills, ministerial decisions), specifying the technical details. Failure to activate the digital employment card will be punishable by a fine of 10.500 euros per non-activated card at the employer's expense. In addition, the overtime book will be abolished.

## 4. Leave and leave payment

### a) Annual leave

All employees who have a stable employment contract or are in a stable employment relationship are entitled to paid annual leave from the beginning of their employment with a particular company. This leave is granted by the employer on a pro rata basis depending on how long the employee has been employed by that employer. The proportion of leave granted is calculated on the basis of annual leave of twenty (20) working days for a five-day week and twenty-four (24) working days for a six-day week for a continuous period of employment of twelve (12) months. The time at which the employee takes his/her leave is determined at the beginning of each calendar year (January 1st) in an agreement between the employee and the employer and the leave can be taken until March 31st of the following year.

The leave shall be granted in full. Exceptionally, it is permitted to divide the leave into two periods within the same calendar year because of a particularly serious or urgent need of the enterprise. In enterprises which have regular and seasonal employees and where there is a particular accumulation of work in a given period of the year due to the nature or extent of their activities, the employer can also grant a 10-working-day leave portion in parts of five days or a 12-working-day leave portion in parts of six (6) days to regular employees at any time during the calendar year. Postponement of the holiday period to another calendar year is not permitted, even if the employee has agreed. An agreement between the employee and the employer on the waiver of the right to leave is explicitly invalid. Only those working days on which the employee would have been employed are taken into account when calculating the days of leave. Sundays, Saturdays (in the case of a five-day week), public holidays and any other non-working days of the employee which fall within the period of leave taken are not counted as leave days.

During leave, the employee cannot be terminated by the employer. An employee who has not taken his/her leave due to the fault of the employer is entitled to a 100% increase in holiday pay after the end of the calendar year in which he/she should have taken his/her leave. For this increase it is not sufficient that the leave was not taken, there must also be fault on the part of the employer.

The employer is obliged to electronically transmit to the ERGANI system, within one month, the data of the employees who have received annual leave and leave allowance in the previous calendar year. Failure to comply with this obligation will result in the employer being fined by the competent supervisory bodies.

### b) Leave payment

Every employee is entitled to leave payment and leave allowance along with his/her leave. Entitlement to leave payment is a corollary of entitlement to regular leave and is calculated in the same way as leave allowance, i.e. it is equal to the total leave payment, with the restriction that it may not exceed half a salary for half-time employees and thirteen (13) daily rates for those employed on a daily basis. Leave allowance is calculated on the basis of the remuneration paid in the same way as regular leave payment and is considered part of the employee's regular remuneration and is taken into account when calculating leave payment and severance pay upon termination of employment. The remuneration and leave allowance are paid in advance to the employee concerned on the day the leave begins.

### c) Unpaid leave

There is also the possibility of unpaid leave, which can last up to one year after a written agreement between the employer and the employee, but can be extended by a new agreement.

## 5. Night work and work on Sundays and public holidays

### a) Night work

Night work in the sense of labour law is work performed between 22:00 and 06:00am. An employee who works at night is entitled to a supplement to his/her salary for the working hours provided between 22:00 and 06:00am. The supplement is calculated on 25% of the statutory earnings, not on the actual earnings if these exceed the statutory earnings. If the night work falls on a Sunday or public holiday, the supplement equals 100% (75% for Sundays and public holidays and 25% for night work). In the case of overtime work, the overtime hours are calculated and the corresponding supplements (20%, 40%) are added to the actual earnings. Offsetting the supplement for night work against the employee's actual earnings above the statutory earnings is not permitted unless there is a respective special agreement to this effect between the employee and the employer.

### b) Sunday work

Employees who work on Sundays are entitled to a 75% supplement of 1/25 of their statutory wage for each Sunday, regardless of whether the employment is legal or illegal. If the employer does not grant an alternative day of rest on another day of the week, the worker is entitled to one additional daily wage or 1/25 of the statutory wage.

If Sunday coincides with a public holiday, day workers are entitled to the daily wage paid and a supplement of 75% of the statutory daily wage, as well as an alternative day of rest (day off) on another day of the week. Those who receive a monthly salary are entitled to a supplement of 75%, calculated on 1/25 of the statutory salary, and to a compensatory day of rest, regardless of whether they work in enterprises subject to the provisions regarding compulsory rest on Sundays and public holidays or in enterprises not subject to these provisions. Payment of 1/25 of the monthly salary is affected only if no compensatory day of rest is granted. A condition for the granting of a full compensatory day is that the employee works more than 5 hours on Sunday. If he/she works less than 5 hours, a corresponding resting period may be granted.

### c) Remuneration for work on public holidays

Companies whose operations remain are at rest on hold pay their day workers the normal daily wage (without increase). Employees who are not working are not entitled to a supplement to their salary.
Day workers receive the normal daily wage and a supplement of 75% thereon.

- If the business in which they work operates legally on Sundays and public holidays, they receive only the 75% increase to 1/25 of the legal wage.
- If the enterprise is not permitted to operate on Sundays and public holidays and does so (illegally), the working employees receive one daily wage (1/25 of the wage or as many hourly wages as the number of working hours provided) in addition to the 75% increase.

## 6. Protection of maternity and illness

The termination of an employee during her pregnancy is prohibited and absolutely invalid for a period of eighteen (18) months from the day of delivery, unless there is good cause. In no case can a possible reduction in the pregnant woman's work performance due to pregnancy be considered as an important reason. Similarly, the termination of the father of a child is prohibited for six (6) months from the date of childbirth, unless there is good cause.
Good cause may include, for example, the dissolution or bankruptcy of an enterprise, the commission of a criminal offence, the creation of circumstances or events that make it impossible to continue the employment contract, the significant breach of contractual

obligations, the intentional and grossly negligent infliction of damage, the establishment of a competing company, etc.
However, it is up to the courts to decide whether or not an incident constitutes good cause for dismissing an employee. Protection is afforded to the pregnant employee regardless of whether the employer knew of her pregnancy or not.
If the employment contract is terminated for good cause, the employer must justify the termination adequately in writing and report it to the relevant services of the Labour Inspectorate, otherwise the termination is deemed invalid. In the case of fixed-term contracts, the protection applies until the agreed date of termination of the contract.
Working mothers are entitled to maternity leave totalling seventeen (17) weeks. Eight (8) weeks must be granted before the expected date of delivery, the remaining nine weeks after delivery. If the birth takes place before the expected date, the remainder of the leave is granted after the birth to complete the seventeen (17) weeks.
According to article 43 of Greek Law 4997/2022, the mother is entitled to transfer up to seven (7) months of the maternity leave to the father, if he is employed on a fixed-term or indefinite employment relationship in companies on a full-time or part-time basis. The order in which the parents use the leave supplementary to each other is irrelevant. The conditions and procedure for the transfer of maternity leave are regulated by a respective Ministerial Decision.
Maternity leave is considered as actual working time and not short-term illness leave and, therefore, does not affect the continuity of the employment relationship, while it may not be offset against regular leave. However, absence beyond the 17-week period due to illness is counted within the limits of short-term illness leave. In case it exceeds these limits, it may be offset against days of regular leave.

## 7. Special leave, special employer benefits and gifts

### a) Wedding and parental leave

All employees of any profession have the right to:

- Six (6) working days of wedding leave for a six-day week and five (5) working days for a five-day week.
- Four (4) months of parental leave for each working parent or person exercising parental care. The right to this leave is non-transferable and may be used continuously or in instalments until the child reaches the age of eight (8) years. Sole condition for the entitlement to be established is the employee's continued employment for one (1) year with the same employer. For the first two months of the leave, parents are also entitled to a respective parental leave subsidy.
- Fourteen (14) days paid paternal leave, which must be taken upon the time of childbirth. It may be granted either two days before the expected date of childbirth, in which case the remaining twelve (12) days shall be granted (in whole or in part) within 30 days of the date of birth, or in its entirety after the date of birth.

This leave has to be compensated and granted at the time of the event upon request of the employee. If the leave is not requested at the time of the event, the employee is not entitled to a granting at any other time or to receive any monetary compensation and it will not be deducted from the employee's regular annual leave.

### b) Leave for breastfeeding, childcare and raising children

Working mothers have the right to either come in later or leave one hour earlier each day for a period of thirty months from the end of their maternity leave. The father is also entitled to time off to care for the child, provided the working mother does not take it, by providing his employer with a certificate from the employer of the child's mother.

Working parents whose children are attending primary or secondary school, including kindergarten, up to the age of sixteen (16) years have the right to take time off from work for specific hours or a full day to attend their children's school and monitor their academic performance. Such leave may be for up to four (4) days per year, is paid and may not be deducted from any other leave days granted to employees for any reason. The law 4808/2021 added the following regulations to the leave periods concerning family and private life:

- Parental leave of four (4) months for each parent with a subsidy from the Employment Agency (OAED) for two (2) months,
- the right to flexible arrangements (e.g. remote working) for parents and carers,
- Two (2) days paid absence per year for reasons of force majeure,
- Extension of maternity leave by 9 weeks after birth also in the case of adoption of a child,
- Extension of special maternity leave by 6 months with a subsidy from the Employment Agency (OAED) also in the case of adoption of a child,
- Extension of reduced working hours (childcare leave) also for mothers who have had a child through surrogacy.

### c) Holiday to vote

Leave for the exercise of the employees' voting right is paid and may not be deducted from regular leave or any other leave provided for by the applicable legislation in force. The days of absence are based on the distance between the place of work and the place of the vote.

### d) Easter and Christmas Bonus

All employees are entitled to an Easter bonus, which is equivalent to half a month's salary for recipients of a regular salary and 15 days' wages for daily workers. The bonus shall be calculated in full if the employment relationship lasted from January, 1st, to April, 30th, of each year. If the duration of the employment relationship is shorter, the employee is entitled to a pro rata amount.

The period for which the Christmas bonus is calculated is from May, 1st, to December, 31st, of each year. Thus, employees whose employment with the employer has continued without interruption throughout the above period are entitled to the full

Christmas bonus of one (1) month's salary for those paid on a salary basis, and 25 daily wages for those paid on a daily wage basis. If the employment is of shorter duration within the above period, the employee is entitled to a portion of the Christmas bonus on a pro rata basis.

## II. Further special features

### 1. Employment outside the head office

Employment outside the head office of the enterprise is employment performed by an employee at a place not stipulated in the individual employment contract. Therefore, employees who, due to the employment contract and the nature of the work, are obliged to offer work at various places outside their workplace (e.g. sales representatives, international transport drivers) cannot be considered as employees offering work outside the company's headquarters.

An away work activity requires an overnight stay of the employee at the place of the away work activity. An overnight stay occurs when the employee stays or goes to a place separate from the place of work during the night, i.e. from sunset to sunrise or during most of the night. Employees are entitled to additional remuneration for work away from the place of work.

### 2. Posting and transfer of employees

#### a) Posting of employees

If an employee is hired for the purpose of making his services available to third parties in return for payment and if the transfer of the employee to third companies is the object of the hiring company's activities, this is a case of commercial or professional posting. This type of posting, also referred to as "employee leasing", must be distinguished from the simple (occasional) transfer of an employee, i.e. when the employee is loaned out to a third party for a specific, usually short period of time, which often occurs between related enterprises, e.g. enterprises belonging to the same group of enterprises.

The duration of the employee's employment relationship with the indirect employer, including any written extensions, shall not exceed thirty-six (36) months. If these periods are exceeded, the existing contract is converted into indefinite contract with the indirect employer.

### b) Transfer of employees

The change of the place of work by transferring the employee may be affected by agreement of the parties (employer/employee), as well as with the implicit consent of the employee. In addition, it may also be agreed that the employee will not be transferred, or this may be implied from the circumstances. However, if there is no express or implicit agreement on the possibility of transferring or not transferring the employee, the employer can and may transfer the employee on the basis of his managerial right. The condition is that this measure does not exceed the limits of good faith and is not abusive. According to the jurisprudence of the courts, an abuse of the right to transfer occurs when the employee's personal or family needs are adversely affected, when fundamental principles of seniority or age of the employee are violated, as well as for reasons of revenge, trade union activities or in order to force the employee to resign.

## 3. Remote work

Remote work can be performed either under the framework of an employment contract or under a contract for the provision of independent services or work. The employer can order remote work unilaterally only for health protection reasons. The employee can, at his request, unilaterally decide to work remotely if there is a proven risk to his health that would be avoided if he worked remotely and not on the employer's premises, and for as long as the risk persists. If the employer does not agree, the employee can request the Labour Inspectorate to settle the dispute.

The employer is obliged to notify the employee in writing within eight (8) days of the conclusion of the employment contract of all information concerning the conditions under which remote work will be performed (remuneration/wages, working hours, reimbursement of remote work costs such as telecommunications, equipment, breakdowns, etc.). If the contract contains an agreement on remote work, its deadlines and the deadlines for the employee's reaction must be indicated. In the case of an agreement to convert regular work to remote work, the agreement must also specify a three (3) month adjustment period. During this period, either party can terminate the remote work with fifteen (15) days' notice and the employee can return to a job equivalent to the previous one. The employer is also obliged to inform the remote employee in writing of the identity and contact details of the company's staff representation committee no later than two months after the conclusion of the employment contract.

The remote employee is explicitly granted the right to disconnect, i.e. the right not to answer emails, text messages and calls after the end of working hours, while at the same time an obligation to disclose additional conditions for remote work is introduced. The use of cameras to monitor the worker's performance is prohibited.