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Concise Work Guide

Foreword

This guide is intended to answer questions that we encounter every day in our daily work, during our trade union activity. To help in making use of any protection still afforded by labor legislation, but also in the most complete knowledge of the tools, that can be used and that management, capital, the bourgeoisie as a whole can use and exploit against us.

It is a guide to help workers and unions to know, briefly, without being a complete manual, the basic fundamental rights and what applies in the workplace, especially after 2010 when changes in labor laws are constant and varied.

In no way can it serve as a single guide, as trade union work needs increased initiative, enthusiasm and willingness to contribute. We must be aware that labor legislation is something that is constantly changing and needs monitoring and elaboration by each union.

General remarks

From the regulations made in the field of individual labor law in recent years, it can be seen that, with one exception, Law No. 3846/10, all subsequent laws (3863/10, 3899/10, 3979/11, 3986/11, 4093/12, P.U.S. 6/12, 4093/2012, 4172/2013, 4488/2017, 4512/2018, 4554/18, 4611/19, 4635/19) with the exception of individual provisions restrict and phase out labor rights.

In particular, after the reduction of wages, overtime and overwork wages are gradually reduced (Law 3863/10) , any favorable arrangements for part-time workers are abolished, the employee's probationary period is increased from 2 to 12 months (Law No.3899/11) resulting in the recycling of unemployment and the effective abolition of compensation in the event of dismissal, the increase in the weekly working hours of employees in the public sector (N.3979/11), flexibilization of the measure of labor arrangement (Law no. 3986/11), abolition of the additional bonus for overtime and overwork during the period of the employee's reduced working hours; and finally, the introduction of Collective Labor Agreements (CLA) with the associations of persons of the companies employing up to 20 workers.

The provisions of Law 4093/12 effectively abolish the five-day period for retail workers. Introducing the reduction of the post-employment period of Collective Labor Agreements from 6 to 3 months, the freezing of work maturity, limitation of the right to unilateral recourse to the arbitration of the OMED, only if the proposal of the mediator is accepted or the CLA has expired. A maximum duration of up to 3 years has been set for CLA's which include wage terms. Contracts concluded for 24 months or longer expired in 1 year (i.e. 14/2/2013). After the expiry of the post-employment period, the employee's pay reverts to the basic salary of the CLA with allowances for maturity, children, studies and heavy occupations.

Suspension from 14/2/2012 until the unemployment rate is reduced to below 10% of the validity of provisions of laws, regulations, collective bargaining agreements or IOs that provide for increases in wages or salaries, except department maturity (if the Council of State does not annul the relevant Ministerial Decree Decision on minimum wages).

Establishment of the non-wage terms of the NGCLAs only for employers who are members of the contracting employers' organizations. The contracting parties for the preparation of the NGCLAs (employee representatives and employers) may in future and until the entry into force of the Financial Adjustment Programme, i.e. not before 1/1/2017 only to consult on the formulation of the minimum wage. The minimum wage is now set by law and is currently set at EUR 650 for a newly recruited employee and EUR 29.04 daily for a newly recruited manual worker, but with an increase due to previous experience with any employer and any specialty, as set out below

With the provision of article 211 of Law 4512/2018, there was an amendment of paragraph 2 of Article 8 of Law 1264/82 and changed both the percentage for convening a General Meeting and the one that must take part in the decision on a strike was set at least 50% of the members in good financial standing of the organization, which makes it very difficult in practice making the decision to strike and achieving a quorum at General Meetings.

Besides that, with the provision of Article 53 of the Law. 4635/2019 introduced the keeping of an electronic register of the Union Organizations (G.M.M.S.O.E.) in which each organization must be registered, otherwise it cannot sign a CLA.

Furthermore, with the provision of par. 5 of the same Article 53 of Law No. 4635/19 establishes the possibility of electronic voting of members of the Organization, without participation and discussion at the General Meeting, in the manner and with the procedure that would be laid down in the Statutes of the Organization.

Chapter 1

Contract of employment

A contract of employment exists where, according to its terms agreement, the employee and the employer aim at the provision of the agreed work by the employee, and the work provided instructions given by the contracting employer, concerning the manner of work, and place and time of its provision, are binding on the employee, who is obliged to follow and accept them and the exercise of control to ascertain his compliance with them and the general diligence with which the work is performed. In other words, main purpose of the contract of employment is the provision of work by the the employee, irrespective of the result, that this is what the parties look for and differentiates it from other related contract forms. It is to be made clear that labor laws are enforced upon employment contracts only.

Dependent employment contract for an indefinite or fixed term period

Contract of employment for an indefinite period

A dependent employment contract is in terms of duration, indefinite or fixed-term. A contract is of indefinite duration when the the parties have not agreed on a fixed duration for the provision of work, nor is this duration inferred from the nature and purpose of the work. The contract is also of indefinite duration when it depends on the occurrence of a future and uncertain event (dissolving condition).

Fixed-term employment contract

A fixed-term contract is a contract where the parties have agreed that the contract will have a fixed duration. The fixed term may also be inferred from the nature or purpose of the work. The contract terminates automatically at the end of the fixed term, without notice of termination or warning or any other action by the parties.

- According to Article 41 of Law 3986/2011, it is permitted to use the contract without limitation renewal of fixed-term employment contracts, if such an option is justified by objective reasons.

Such contracts may be renewed on a permanent basis, provided that there is no interval between one contract and the next, a period of more than 45 days. (N.3846/10)

If it is established that there are no objective reasons for justify the fixed-term contract, then if the duration of the successive contracts or employment relationships exceed a total of 3 years of employment, it is concluded that they are intended to cover the fixed and permanent needs of the company, with the result that the conversion of said contracts to ones with indefinite duration. If during the period of 3 years the number of renewals of successive contracts or employment relationships exceed 3, it is also presumed (the burden of proof lies to the employer) that they are intended to meet fixed and permanent needs of the company and therefore also in this case, the employee may request the conversion of the employment contract into one of indefinite duration.

- **Objective reasons** arise from the form and nature of the activities of the company. Indicative objective reasons, such as the law states are:

- a) temporary replacement of an employee,
- b) The performance of work of a temporary nature
- c) Temporary accumulation of work
- d) The education or training of a fixed term worker in order to facilitate transition to related employment.
- e) the carrying out of a specific project or programme

- **"Successive"** contracts or employment relationships of a fixed duration shall be deemed to be concluded between the same employer and the same employee, under the same or similar terms and conditions of employment, and for which a period of no more than 45 days elapses between them, including non-working days. In the case of a group of companies, the concept of 'same employer' shall include the companies in the group.

- Unless there is an objective reason justifying the unlimited renewal of the fixed-term contract and where the duration of the successive contracts exceeds a total of 9 months, it is presumed that they are intended to cover fixed and permanent needs of the company, in which case the company is obliged to convert the contract into one of indefinite duration.

- The law also stipulates that there must be a written agreement between the employer and the employee stating the reasons justifying the renewal of the contract. A copy of that agreement must be served on the employee. The written agreement is not, however, necessary where the renewal of the is of a purely occasional nature and is not longer than 10 working days.

- Part-time and rotational contracts.

If the part-time work is fixed with a daily working time of less than the normal working hours, (part-time work) the provision of daily work of part-time workers must be continuous and provided once a day. There is an exception only for school car drivers, escorts and tutors of private schools.

Rotational work is considered to be work on fewer days per week or fewer weeks in a month or fewer months in a year, or a combination of these during a full day's work.

If the contract for the provision of part-time and rotational work is not notified within eight (8) days of the posting of the contract to the respective Inspectorate, it shall be considered as full-time work. The same applies to the remuneration of part-time employees if it is not the wages of full-time employees, unless the relevant agreement is notified in good time.

Remuneration of part-time workers shall be calculated on a pro-rata basis with those of full-time employees in proportion to the hours worked.

In the case of a part-time worker, provides additional work requested in addition to that agreed, he shall be entitled to additional remuneration plus 12 % over and above his hourly rate of pay (par.2 para.11 article 38 of Law 4635/2019). This additional work shall not exceed the limit of full-time daily work, furthermore the employee may even refuse this work when it is done systematically (in a habitual manner).

A full-time employee in full-time employment in enterprises employing more than 20 persons, may request the conversion of the contract for a certain period of time to part-time employment.

In contrast, where an employer terminates a contract of a full-time employee because the employee refused to convert his or her contract to part-time status, that termination is invalid.

A part-time employee in a company employing more than 20 persons, shall have priority in recruitment to a full-time job. In fact, in such companies the employer has to inform the employees' representatives of the the number of part-time workers and the company's prospects for hiring full-time employees.

The length of service of part-time employees is calculated, the same way as for a full-time worker. All provisions of labor legislation (leave, bonuses, etc.) shall also apply to part-time workers

*The employees' representatives are designated by the provision of paragraph 2. 4 of article 38 of Law 4635/2019) by priority:

- a) The representatives of the most representative trade union of the enterprise or holding, which covers according to its statutes, employees regardless of their specialty or profession category.
- b) The representatives of the existing trade union organizations of the company or holding.
- c) The employees' council.
- d) If the above organizations do not exist, the information shall be provided to all the employees.

The employer may not unilaterally convert an employment contract of a full-time worker into a rotational employment contract.

Related contracts

Other types, which often occur in everyday working life are:

A) Independent service contract

An independent services contract or hire exists when the employee provides his or her services to another person for a fee, without any commitment as to the place where the service is to be provided, or to the manner and means by which he will use to achieve his work results. And in that contract the duration may be fixed or indefinite term, the payment of the remuneration may be determined by free agreement, without the application of collective agreements or Arbitration Decisions of Law 1876/1990, without the additional employer's obligations to provide leave, holiday pay and without the obligation of the employer to insure the contracting party to an employee's insurance institution.

B) Project contract

A project contract exists when the parties aim to the achievement of the agreed final result which results automatically in the termination of the contract. There is no obligation on the part of the principal party of the project (**employer**) to secure the work of the contractor (the contractor), the resulting relations are not subject to labour law and there is no obligation to insure the contractors, who work for their own benefit, that is to say for themselves, and for the benefit of and for the purpose of obtaining a profit and not a salary.

- A contract for independent services or work must be drawn up in writing and must be notified within 15 days to the relevant Labor Inspectorate, otherwise it shall be presumed to constitute a contract of employment.

- However, even if it is notified within 15 days, if the work is provided in person exclusively or principally to the same employer for nine consecutive months, however they may have named the contract, even if the employee has been employed for nine months, even if a contract for independent services or work, the continuous employment shall be 9 months of employment, the continuous employment implies a contract of employment, which entails all the consequences provided for by the dependent contract (pay, leave, allowances, benefits, compensation.) This presumption can be rebutted in court by the employer (**Art. 1 N.3846/10**).

C) Contract of assignment

A contract of assignment exists when one of the parties undertakes the obligation to fulfill the cases entrusted by the other party. In this contract there is no obligation to pay or compensation. It may, however, be agreed that the costs and remuneration of the principal, in which case there is a mandate for hire.

D) Apprenticeship contract

An employer's contract of employment is permitted with persons aged 15-18 years of age for the acquisition of skills, lasting up to 1 year and with a salary of 70% of the daily wage of the NGCLA. Those who are up to 16 years of age or are attending secondary schools or colleges are not allowed to work for more than 6 hours per day and 60 hours per week. Older people 8 hours and 40 hours per week. No night work is allowed in the apprenticeship contract.

Employee - Craftsman (separation criteria)

- We need to know for each specialty whether it belongs to employees or craftsmen, because there is a big difference, according to mainly nowadays, in the dismissal compensation.

Exclusive criterion for whether the worker is classified as an employee or as a craftsman is the type of work offered and not how they are described in collective agreements or in the individual employment contracts. Of course, it may be agreed that even on craftsmen will be subject to the provisions applicable to employees, which are more favorable to the worker.

- As to when a worker is classified as an employee or as a craftsman there are two criteria, the substantive and the formal.

With regards to the formal criterion, the law itself specifies the status of certain workers as employees. By way of example, according to provisions of laws, health care personnel, health care workers and journalists, pharmacy assistants, newsagents, electrical and mechanical engineers, tour guides, hotel staff, and physiotherapists, refrigerators, civil engineers, etc.

- With regards to the substantive criterion, the following are considered to be employees workers who normally perform intellectual work. This means that they have theoretical knowledge, specialized experience and in the course of their work they assume responsibilities and take on initiative. Many of the collective agreements have specified precisely the specializations that are part of the employee status.

- Craftsmen are considered to be workers who provide manual labor and physical labor. In this category we distinguish between craftsmen who provide skilled work, unskilled and apprentices or assistants.

- This distinction between white-collar workers and blue-collar workers is basically about their compensation in the event of dismissal or redundancy when they leave work for retirement. The method of payment is not what distinguishes employees, nor is it what can determine their status. As a general rule, however, the employees are paid a monthly salary, while manual workers are paid a daily wage.

In many occasions workers have been forced to resort to the civil courts in order to resolve their disputes with their employers over their status as employees or not.

The courts, in numerous judgments, have held that by way of illustration, only the head cook, the florist saleswoman, are considered to be employees a warehouse technician employed exclusively in the the identification of the materials kept in the warehouses, a maintenance engineer, a supervisor of workers in a factory, a storekeeper who keeps warehouse books, chief musician, master craftsman with theoretical knowledge, interpreter, collector, painter, actor, stove fitter, lithographer, etc.

Similarly, they have also considered themselves to be qualified as craftsmen, namely only, including hospital cleaners, ware-housemen who do not keep books or other documents, foremen employed secondarily engaged in clerical work, master craftsmen without theoretical knowledge, manual workers, lithographers' assistants, bread distributors, printing press solvers, goods movers, lithographers' pressmen, guards, porters, porters, etc.

Recruitment of workers

The date of recruitment of a worker is considered to be the first day the day he or she starts work. From this day onward, his pay and insurance start.

The notice of recruitment is now submitted electronically by the employer, and the submission takes place on the same day of recruitment and in any case before the employee takes up his/her duties. New employers who recruit for the first time, may announce the recruitment within three working days of the recruitment, after having registered with the competent service of IKA-ETAM-EFKA. Non notice does not affect the validity of the recruitment, but is subject only to administrative penalties for the employer.

Individual employment contracts must include:

- a) The identity details of the contracting parties.
- b) The method of performing the work, the place of employment, the place of business or the address of the employer.
- c) The duration of the employment, the method of allocation and the periods work.
- d) the method of payment (the salary must now be paid through Bank account and if no explicit date is specified it is payable at the end of the month)
- e) the conditions allowing the contract to be amended.

In the case of seasonal hotel or catering businesses, the written individual contracts shall be for a daily or weekly working period.

Termination of the termination of the employment contract (dismissal)

Termination of employment contract of indefinite duration

The contract of workers employed under a contract of employment for an indefinite period of time is almost exclusively terminated by dismissal.

For dismissal to be valid, the employer must:

1. terminate the contract in writing and have the contract signed by the employee, or otherwise notified by a bailiff at his/her home.
2. Pay the employee the statutory compensation or, if he does not accept it, to deposit the amount of the compensation in the fund of Deposits and Loans in the name of the employee **and notify the relevant bill of deposit to the employee.**
3. The employment of the dismissed employee must be recorded in the payroll records kept for IKA. In the event that the validity of the employment relationship is questioned, the burden of proof of the conditions for its validity have been met lies to the employer (Article 48 of Law 4611/2019).

The employee if he/she has doubts about the validity of the dismissal or if he does not accept it, he may:

1. If the dismissal is not signed, he/she will send it to home with a bailiff and the money of the dismissal will be collected by the fund of Deposits and Loans and if there is no such fund, from the agent of the Bank of Greece operating in the Treasury Department of the district.
2. To sign it after placing before his signature the phrase "Without prejudice to any of my rights".

We recommend that all employees not sign unconditionally the termination of their employment.

A dismissal is **invalid** if it is communicated orally to the employee or if the employer fails to pay the severance pay or to make the specified installments of compensation.

We recommend that employees, when verbal notice of termination is given of their contract by the employer to continue to attend to work as normal, because verbal termination is not considered to be a "dismissal", in the event that they are prevented from entering the place of work to appeal to their trade union and to the Labor Inspectorate and to report the obstruction of work.

In the event that the dismissal is found to be invalid by the courts, the worker is entitled to claim payment of late wages for the period until the final settlement of the legal dispute or the adjudication of the case before the competent courts.

Dismissal may even be considered **abusive** by the courts if the employer did so for reasons of hostility or for revenge against the employee. (e.g. because of trade union action, participation in a strike, etc.).

In this case the employee can claim wages and reinstatement.

The employer must post the termination of the employment contract on the ERGANI system within 4 days of its exercise.

COMPENSATION TABLES

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According to Law 4093/2012 - subpara. IA-12, the compensation of employees is limited to 12 salaries for 16 years of employment with the same employer.

Only those already employed for more than 17 years with the same employer, on the date of publication of the law (12 November 2012), are entitled to 1 additional salary for each year over 16 that they have completed, up to 28 years of employment with the same employer, **with a salary cap of EUR 2,000 gross, for service beyond 16 years.**

The allowance for employees from 12 months to 16 years shall be based on the regular salary of the last month prior to full-time employment, but no account shall be taken of earnings in excess of 2.000 per month.

Termination of fixed-term employment contract

The contract of workers employed under a fixed-term contract shall be automatically terminated at the end of the date on which the period of employment was fixed.

The same applies where the contract is a fixed-term contract and their work on **the project has been completed.**

The employer is not obliged to compensate the employee during the time of leaving work. They must, however, give him a certificate at the end of the contract in order to use it for a subsidy from OAED or wherever else it is needed.

The employer must give notice within 6 days of the end of the employee's contract to OAED.

CRAFTSMEN COMPENSATION

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Clarifications on compensation

1. Up to twelve months of service no allowance shall be paid to the employee.
2. The compensation of employees, under Law 2112/20, is limited to half if there is a notice of dismissal. The notice of dismissal in order to be legal, it must be given before the period of time in the table below and during this period the employee is entitled to leave to find another job. For craftsmen in accordance with Article 1 of Law 3198/55 it is not permitted to be dismissed with notice, but only with immediate termination of the employment contract.
3. Upon dismissal, the leave and the holiday allowance of the current year if they have not been granted.
4. Compensation is always calculated and paid at the employee's gross earnings, because no deductions for insurance contributions.
5. In all the above compensation, for their calculation, shall be added to the 1/6th of that which is the compensation, corresponding to the amounts of bonuses and holiday allowance.
6. When the compensation due to termination of the employment contract exceeds 2 months' pay, the employer shall be obliged to pay on dismissal part of the severance pay corresponding to the two months' pay. The remaining amount shall be paid in bimonthly installments, each of which may not be

less than two months' pay, unless the amount remaining to be paid in full shall be less. The first installment shall be paid on the day following the expiry of two months following dismissal.

Period of notice of dismissal of employees

Contract of an employee with an employment relationship for an indefinite period may be terminated with prior written notice, of the employer (**shortening of the notice period was made by the Act. 4093/12**), as follows:

- α) For employees who have served from 12 to 2 years, 1 month's notice is required before dismissal.
- b) For staff members who have served from 2 years completed up to 5 years, 2 months' notice shall be required before dismissal.
- c) For staff members who have completed 5 years of service up to 10 years, 3 months' notice shall be given before dismissal.
- d) For staff members who have completed 10 years of service or more, 4 months' notice shall be required before dismissal.

An employer who does not make use of the option of written notice shall pay the dismissed person **the full amount** of the severance pay provided for in the relevant provisions of Laws 2112/1920 and 3198/1955 (see table of compensation for employees).

An employer who gives the employee written notice in accordance with the above, shall pay the dismissed person 50 % of the severance pay, which provided for by the relevant provisions of the labor legislation for years of service completed by the dismissed person.

Compensation on leaving for retirement

Officials and craftsmen, when they reach the conditions for a full retirement pension and leave work, are entitled to receive 40% of the statutory allowance corresponding to the years of service with the last employer, if they are insured under a supplementary insurance scheme, or 50% of the statutory allowance if they are not insured under a supplementary insurance scheme or even though they are, they are not entitled to a supplementary pension.

No allowance shall be payable to those who leave to receive a reduced pension, or an invalidity pension.

Compensation on leaving on completion of 15 years in the with the same employer

Employees who leave their employment by agreement with their employer and who have completed 15 years of continuous service, with the same employer shall be entitled to the statutory allowance, corresponding to the years of service, limited to 50%.

Taxation of compensation

With paragraph 6 of article 5 of the Insurance Act 3842/2010, the second, third and fourth subparagraphs of the paragraph 1 of Article 14 of the Income Tax Code are replaced as follows:

The tax shall be calculated on the basis of the following scale:

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Time limit for challenging an invalid or abusive termination

The dismissed employee may bring legal proceedings either to recognition of the invalidity of the dismissal, or the payment or supplementation of compensation. The action for invalidity of the dismissal is inadmissible if it is not notified to the employer within three months after the dismissal, whereas an action for payment or supplementation of the compensation is inadmissible if it was not notified to the employer within six months of the date on which the compensation has become due. After the expiry of these two exclusive periods, the rights of the dismissed person shall be lost.

Dismissal without compensation

The employee is not entitled to severance pay in the following cases:

1. Up to 12 months of service no employee, no worker, nor craftsman is entitled to severance pay.
2. In the event that the business operations are forcibly interrupted due to force majeure, such as fire, earthquake, etc. If in these cases the business is covered by a specific insurance policy then it is obliged to pay part of the compensation.
3. Intentional and malicious unconventional behavior of the employee, with the intention of causing the termination of his contract.
4. Due to the bankruptcy of the company. Or after the declaration of bankruptcy, by the bankruptcy trustee, without payment of statutory compensation is valid. Of course, the dismissed employee retains the right to claim payment of compensation on the grounds of termination of his contract, but he will claim it from the bankruptcy estate.
5. Due to the filing of a lawsuit or criminal prosecution against the employee for a criminal offense. in the course of his or her employment. If the employer has sued the employee or a charge has been brought against him which is at least that of a misdemeanor, he shall be entitled to terminate the contract of employment without paying the statutory compensation. But if the employee is acquitted and notifies the employer of the decision, then, without reviving the dissolved employment relationship, he shall be entitled to his statutory compensation. **Of course, the employee has the right to appeal to court within 3 months and request the invalidity of the dismissal and the late payment of wages before the criminal case is heard.**

Voluntary Withdrawal

Voluntary withdrawal (resignation) can be done either explicitly (written or oral) or implicitly. The employee who resigns is not entitled to the statutory redundancy pay. In any case, the employee is entitled, at the time of his/her departure, if he/she has not received his annual leave, he shall receive compensation for the remuneration for the untaken leave allowance and a proportion of the holiday bonus.

The employee, like the employer, must give the employer notice of his/her departure, at least before half the period of notice given to the employer, but in no case before 3 months of his departure.

We draw the attention of employees to the control of the voluntary departure declaration, which often are made untruthfully by the employer in order to avoid obligations.

According to the provision of Article 38 of Law 4488/2017, the declaration of voluntary departure is made by the employer in the ERGANI system within 4 days of the employee's departure and it is obligatory to be accompanied by a form signed by the employee. If this form is not available, the employer must make an extrajudicial declaration, which served by a bailiff on the employee, informs the employee of his or her departure and, on the 5th day after service, to state in the system with the report of service of the notice of termination.

If these procedures are not followed, the employee is entitled to:

- a) To accept the procedure as it was done.
- b) To claim compensation for his/her dismissal.
- c) To claim the invalidity of his dismissal, his wages and his/her arrears of pay and reinstatement.

Prohibition of dismissal

Dismissal is prohibited and, if made, is invalid in the following cases cases:

1. When the employee is on regular annual leave.
2. When the employee is serving his term and for one year after the employee is discharged from the army. This stands of course if the employee was previously employed for at least 6 months before he joined the army.
3. When the female employee is absent on maternity and postpartum leave.
4. When the female employee is pregnant, unless, of course, there is good cause, which cannot be her reduced performance.
5. 18 months after childbirth, the dismissal of the working mother is prohibited.

For lawful trade union activity

6. Trade unionists who are elected to the boards of directors of Unions, Labor Centers, Federations and General Confederations of Trade Unions, throughout their term of office and for one year after the expiry of that term. With the exceptions provided for in the provision of Art. 14(10) of Law 1264/82, as amended by the provisions of Article 14(10) of Law 1264/82, amended by Law 4472/2017. The members of the temporary administration of associations for the duration of their term of office and one year after its expiry. The first 21 founding members under trade unions in companies that are employing up to 50 workers, the first 25 founding members of the first 25 members in companies with more than 150 employees, 30 of the first members in companies with more than 300 employees, 40 members in companies with more than 500 employees. In companies employing a small number of workers between 40 and 80, the first 7 founding members of the trade union organization being set up.

7. Employees who have been elected to the Employees' Councils and to the Health and Safety committees.

8. Due to non-acceptance, by the employee, of an employer's proposal to change full-time employment to part-time or rotational work

Damaging alteration

A) Definition

Damaging change means any change in the terms of the contract of employment, which abolishes or alters the contractual rights of the employee.

While it is therefore a managerial right of the employer to alter conditions, manner, time and place of work in order to serve the needs and best performance of his business, such changes must not, however, affect fundamental contractual rights of the employee, such as, for example:

- 1. The reduction of his/her remuneration.**
- 2. A change in his/her specialization and a reduction in his/her remuneration.**
- 3. Reduction from employee to craftsman.**
- 4. His demotion from the position of foreman or supervisor.**
- 5. The reduction of working hours with a concomitant reduction in pay or an increase in working hours if a reduced working day was originally agreed.**
- 6. The transfer to another branch that materially harms him/her.**
- 7. Anything else that materially and morally damages him.**

By the provision of Art. 7 of law 4635/2019 , it is stipulated that , any unilateral change of the terms of the employment contract that harming the employee is considered as a termination of the contract and indicatively, such a case is the transfer of the employee to an office abroad, if the employee does not agree.

It is also considered in accordance with the second paragraph of the same Article 7 law. 4635/2019 unilateral detrimental change in the terms and conditions of employment, the delay in payment of the accrued remuneration of the employee for more than two (2) months regardless of the reason for the delay

B) Employee rights

In the event of a unilateral detrimental change on the of the contract by part of the employee is entitled to: ("I" should be set to 2 and instead of 2 to 1)

1) To repudiate the alteration immediately and demand that his employer accept his employment under the terms of their original contract or consider the change in accordance with the provision of Article 7 of Law No. 4635/19 as a termination of his contract and bring an action before the Court of Justice for recognition of the termination.

If the employer does not accept the work under the original terms the employer is in default and owes the corresponding wages.

Finally, the employee **can** immediately **consider** the unilateral action of his employer **as a termination of the contract of indefinite duration employment** and request payment of compensation according to the capacity in which he is employed, either as an employee or as a craftsman (provision subsection 1, article 7 of Law 4635/2019).

2) To accept the change and as a result a new employment contract is created, modifying the original employment contract. This acceptance can be made either explicitly or implicitly by acts and facts, which in conclusion imply the will to accept the change. These facts, taken together, constitute, according to the rules of logic and common experience, the legal concept of acceptance of an adverse change in the employment relationship.

It should be noted here that in one respect it does not constitute acceptance of the change if the employee has repeatedly complained to his employer about the change and yet has continued to provide services under the new regime in order not to be dismissed, while in another view, if the affected employee remains an employee, despite his initial protest, is considered accepted the change and a new contract was drawn up, their terms of which he must abide by, otherwise he shall be deemed to have terminated his contract.

The safe option, even if the change is not obvious, is to continue to work in the company, but subject to his legal rights and to exercise his right to the competent courts, which will decide whether or not the particular change suffered by the employee is harmful.

Collective lay offs

Collective lay offs are those made by companies which are employing more than 20 workers, for reasons which are not concerning the dismissed persons.

The threshold at which lay offs are considered collective is determined:

- α) **Up to 6 employees**, in the case of companies which, at the beginning of the month, employ between 20 and up to 150 workers and
- b) **To 5%** of the workforce and up to 30 employees for companies which, employ more than 150 employees.

Employer's obligations in respect of collective lay offs

Before making collective lay offs, the employer must consult with the employees' representatives, in order to investigate the possibility of avoiding the dismissals or reducing them. In particular, it is obliged to:

- Notify the employees' representatives in writing for the reasons why it plans to carry out collective lay offs, the number of those they intend to lay off by sex, age, specialty and the number of employees it employs.
- Provide any information that may facilitate the formulation of constructive proposals.
- Submit copies of all documents to the highest Labor Council (Labor Council) Law 4472/2017

Collective redundancy procedure

The procedure for making collective redundancies includes 2 phases:

In the first phase, consultations are held between the employer and employee representatives. The consultation period is 30 days from the start of the employer's request. For this consultation a record shall be drawn up and submitted to the Supreme Labor Council.

If there is no agreement, the SLC shall, by reasoned decision, shall issue a decision stating that all the employer's obligations have been fulfilled and, in the event that it is found that it is true the lay offs take effect 20 days after the issue of the decision. If this is not the case, the SLC shall extend the consultations or set a deadline for the employer to comply with its obligations. If the SLC, in a new decision, finds that the obligations have been complied with then the lay offs shall take effect 20 days after the adoption of the decision. In any case, the lay offs shall be effective 60 days after the notification of the record of the consultation.

In the case of collective lay offs, the provisions on termination of an employment contract, i.e. written notice of termination and payment of statutory compensation are to be followed.

Collective lay offs may be challenged before the competent civil courts and, if the employer's conduct proves to be fraudulent, are to be declared null and void.

Percentage of lay offs for workers aged 55-64.

The number of dismissed workers aged 55 to 64 years may not exceed ten percent (10%) of the total number of those being dismissed.

Chapter 2

Working hours

Weekly work

Hours of weekly working time for workers in general (clerical workers, manual workers, apprentices, etc.), employed on employed under private law are as follows:

α) 40 hours at the contractual working time (defined by collective agreements) (i.e., at a fixed hourly rate (as established by Collective Labor Agreements) and introduced from 1-1-1984 by the NCLA.

b) 45 hours for 5-day work and 48 hours for 6-day work at the rate of the statutory working hours (defined by law)

Only the hours of actual work are considered as working hours.
So they are not included:

1. Hours of breaks for lunch or short rest periods.
2. The time needed to get to the workplace and for the return from the workplace, unless after the time of arrival at the employer's request, workers go to a workplace other than the one originally designated.
3. The time taken by workers to put on overalls or generally prepare for work, as well as the time it takes to wash and undress.

An upward deviation from these hours is called overwork or overtime

Overwork

In companies where conventional working hours are applied up to 40 hours per week, the employee may work 5 additional hours per week at the discretion of the employer (overwork). These overtime hours (41st, 42nd, 43rd, 44th, 45th hours) are paid at the hourly rate of pay paid plus 20% and shall not be included in the allowable hours, in accordance with the provisions in force, overtime limits.

For those employees who are subject to a 6 working day working system, in accordance with the previous subparagraph, overwork shall amount to 8 hours per week (from the 41st to the 48th hour).

The law provides for the possibility for companies, holdings etc. to apply the system of the 5 working week days, provided that they comply with the following conditions:

- They will not employ workers on Saturday or on another working day of the week. That is, work will be limited to working only five days a week.
- They will pay their full wages (salary or daily wage), for the 6 working days of the week (i.e. 6 days' pay or 6/25 of the monthly salary).

* The total number of hours worked in each week will not be exceeding 45. 5 hours in excess of 40 are considered overwork which the employer may use without the permission of the competent bodies.

In conclusion, under the above system employees work for 5 days a week, but with increased daily working hours than other workers who work six days, so as to complete the 40-hour conventional working week.

That is, the working hours on Saturday or any other day that is not during the remaining 5 days of the week, increasing the daily working time of the 5 days accordingly, but without the but without this increase constituting overtime. Therefore, for the remuneration of the above category of workers, there are two possible time periods of weekly work.

Specifically:

- a) The 40 hours of work which constitute the conventional working hours for all employees.
- b) The 5 hours of overwork paid at an hourly rate increased by 20%.

Note that the above 5 hours of overwork must be fulfilled within 5 working days of the week (maximum of one hour per day) or 20 hours per year for all companies except those which by ministerial decision may exceed 3 per day or 30 hours in total per half-year. However, in no in no case may it be carried out on the 6th day that has been designated as a day off, because then the whole system of the five-day working week is effectively overturned.

The implementation of the above system requires, as it is easily understood, as follows the relevant Staff Statements to be submitted to the competent local Labor Inspectorate. Finally, for employees who work under the 5-day working week system, 6 days of IKA insurance are recognized (Circular. IKA 90/69, 44/75).

Rest days: Under the five-day workweek system, workers have two days of weekly rest.

Overtime employment

More than 45 hours per week or more than 9 hours per day employment of a worker in the company shall be regarded as overtime employment for all legal consequences, formalities and approval procedures. For those workers who are subject to a 6 working days per week, overtime shall be considered as overtime working more than 48 hours per week or more than 8 hours per week per day. In any case, the arrangements for statutory daily working hours remain in place.

- Employees working overtime shall be entitled for each hour of **statutory** overtime:
Up to 120 hours per year, remuneration equal to an amount, plus 40% of the hourly wage paid.
For overtime worked in excess of 120 hours per year shall be paid at the hourly rate of pay plus 60%.
- Each hour of overtime, for the performance of which no formalities and procedures laid down by law are observed, shall be classified as **exceptional overtime** (illegal overtime). For each hour of exceptional overtime, the worker shall be entitled to compensation equal to the hourly rate of pay plus 80%.

Night work

Workers who, by the nature of their work (shifts) or by the nature of their work or by circumstances, work at night, from 10 p.m. to 6 a.m., the employer must pay them the remuneration of the corresponding night-time hours, increased by 25%. The increase shall be calculated on the basic hourly wage.

Where night work coincides with a public holiday or Sunday, the following shall be added both increments shall be added, each calculated separately at the employee's normal remuneration. The same shall apply where night work coincides with overtime.

Night work is prohibited for underage workers under the age of 18, while women in industries that originally has been lifted after the European Court of Justice's rulings.

Employment on Saturday or 6th day

If a five-day working system applies, employment on the 6th day of the week shall be equal to the daily wage paid plus by 30%. This increase shall not apply to food service and catering work, hotel businesses.

Employment on Sundays

Work on Sundays is not covered by overtime. It is considered to be work on a public holiday, even if the worker is employed in an industry or a service of continuous operation and makes up for the day off on other days of the week.

Therefore, work on Sundays falls under a separate provision of the law for a 75 % increase in the basic daily wage.

That is, an employee who works for 6 hours and 40 minutes on Sunday (which is normally the number of hours worked during the day and not the 8 hours of the five-day period), will be paid the basic daily wage or 1/25th of the basic daily wage. of his/her basic monthly wage, increased by 75%.

Where overtime or night work coincides with a Sunday day then the increments in each case shall be calculated at the following rates of their increments to the Sunday's increment, i.e. the increment to the hourly wage paid for the day shall be added together overtime and the increase in the statutory rate of pay for night work and Sunday or on an excluded day.

For companies which have a continuous operating license and the employment on Sunday is, exceptionally, due to special circumstances, an application for authorization to operate must first be made to Labor Inspectorate and, if it is approved, then it is possible to employ the workers nominally requested.

In the event of an emergency where staff are employed without the company having obtained permission, then the company must immediately announce the employment to the Labor Inspectorate.

Sunday earnings are subject to insurance contributions; and shall be included in the employee's insurance days.

National Holidays – Holidays

The official holidays of the year have been designated as public holidays on which employees do not work. Prohibited by law in all companies which are not in continuous operation (shifts) to employ their staff on these days.

The public holidays that are paid are:

1. 25 March
2. 2nd day of Easter
3. 1 May
4. 15 August
5. 28th of October
6. First day of Christmas December 25

Four of the above holidays are by law designated as compulsory holidays, while 1 May is designated each time by decision of the Minister of Labor, and 28th of October is declared compulsory at the discretion of the employer, which means that if the business is not operating the daily wage is paid, while if it does work it is paid plus 75%.

All of the above public holidays while employees are not working, they are entitled to full coverage of the remuneration of these days. That is, they are paid holidays. Pay is included normally in the social security contributions of the IKA.

Break

When the daily working time exceeds 6 hours, a break of at least 15 minutes must be allowed during which workers shall be entitled to be removed from the workplace. These breaks may not be granted consecutively at the beginning or end of the day's work.

In many workplaces the break is not taken at the time when declared to the inspectorate, but whenever the workers want. Care is needed not to interfere with the break in a way that the workers themselves don't want it because it doesn't suit them.

As long as the staff exceeds 50 employees the employees should be able to have a rest area that is easily accessible. Rest areas must have be of adequate dimensions and be provided with tables and seats with a backrest in numbers commensurate with the number of workers. They must have as far as possible visual contact with the external environment; and be adequately lit and ventilated. They shall also be provided with waste bins, clothes hangers and means for heating, cooling and preserving food and refreshments. Drinking water must be available.

Fourth shift

In companies that operate continuously with 3 working shifts, the so-called fourth shift, which is defined by Article 40 of Law 1892/90 as follows:

1. The operation of an establishment or company which, by its nature, is not of a continuous nature, may operate continuously for the whole of its working time or in part, in four alternating working groups, subject to the consent of the worker participating in them.

2. The above companies may also operate continuously, as a whole or in sections, provided that for their operation on Saturday and Sunday or Sunday and Monday, they employ special additional staff to be employed on a rotating basis on two teams for twelve hours a day.

3. The total pay due for work of twenty-four (24) hours, including that provided for overtime worked on Sundays, public holidays and night work, shall be equal to the remuneration corresponding to forty hours' work, unless a shorter working week is applied.

4. It is understood that such staff may not refuse to work when Saturdays or Sundays coincide with one of the public holidays, nor may they request additional pay for these days.

The conclusion of what the law states is that 4th shift employees are two groups that rotate every 12 hours a day on Saturday and Sunday or Sunday and Monday and work a total of 24 hours, but are paid for 40 hours, which is the same as the rest of the workers.

Arranging working time

1. In companies where contractual working hours are applied of up to 40 hours per week, it shall be permissible for a period of (period of increased working hours) the worker may work 2 hours per day in addition to the 8 hours, provided that in addition to the 40 (or shorter contractual working hours) hours per week shall be deducted from the hours worked during another period (period of reduced working hours). Instead the worker may be granted a proportionate reduction in the number of hours worked, daily rest (days off) or a combination of reduced hours and days off. The length of the periods of increased and reduced working time shall not exceed a total of 4 months in the calendar year (reference period).

2. In companies where contractual working hours are applied of up to 40 per week, provided that the company has accumulation of work due either to the nature, type or nature of the work of its activities or for unusual or unforeseeable reasons, it is permissible, instead of the arrangement referred to in the preceding paragraph, to agreed, under the conditions of paragraph 6b of Law 3986/2011, that up to 256 hours of work out of the total working time within 1 calendar year, shall be distributed with an increased number of hours in certain periods of time, which may not exceed 32 weeks per year and with a correspondingly reduced number of hours during the remainder of the calendar year.

With regards to the matters referred to in paragraphs 1 and 2, note that a worker has the right to refuse the provision of such additional work if he is unable to perform it and his refusal is not contrary to good faith.

3. When arranging the working time of the preceding paragraphs, the worker may be granted, instead of a reduction in of work, in compensation for the additional hours worked during the period of increased working hours, a proportionate daily rest (day off) or a corresponding increase in paid annual leave or a combination of reduced hours and rest days or days of leave.

4. The remuneration paid during the period of of the arrangement referred to in paragraphs 1 and 2 shall be equal to the remuneration for work 40 hours per week, provided that the company has a 4-hour working week. If the company has a shorter working week than 40 hours, the remuneration paid during the period of the arrangement shall be equal to the remuneration provided for that week.

5. a. During the period of increased employment during the period of increased hours of work in paragraphs 1 and 2, the worker's daily working time may not exceed 10 hours. In cases where the legal limit is exceeded up to a maximum of 10 hours, as well as in excess of forty (40) hours per week, the provisions of Article 1 of this Law (overtime and overtime) shall not apply.

β. During the period of reduced working hours of paragraphs 1 and 2, exceeding the agreed reduced weekly working hours, which is exceptionally permitted, shall be treated exactly as laid down by the overtime and overwork provisions, which have already have been mentioned above.

The first 5 hours of overtime, for those employed under the five-day working week and the first 8 hours of exceeding overtime, for those employed under the six-day working week system, shall be regarded as overwork and shall be paid at the rate of the hourly wage paid, plus 25 %.

Overtime hours in excess of the first 5 or the first 8 hours, shall be considered as overtime hours. Provided that the conditions of legality of overtime are met, hours in excess of the first 5 or 8 hours per week shall constitute legal overtime and shall be paid at the rate of the hourly rate of pay plus 40 % for up to 120 hours **per year** and 60% for more than 120 hours, otherwise it shall constitute exceptional overtime and shall be remunerated at the rate of pay hourly rate of pay plus 80%.

Chapter 3: Forms of employment

Part-time employment

Law 1892/1990 established part-time employment and with the amendments to Article 2 of Law 2639/1998, Article 2 of Law 3846/2010 and Article 17 of Law 3899/10 provide for the following :

1. During the course of the signing of the contract of employment (hiring) or during its term, the employer and the employee may, by written agreement, to agree on a daily or weekly or daily or weekly or fortnightly or monthly employment contract, for a fixed or indefinite period of time which is of shorter duration than the normal (part-time employment). Failure to comply with the written form will result in an absolute nullity of the condition relating to part-time employment (simple relationship employment if the signing of a contract was agreed for the first time part-time, full-time if it is a part-time agreement full-time to part-time).

2. The agreement if within eight (8) days from the drawing up of the contract is not notified to the relevant Labor Inspectorate, it shall be presumed that covers a full-time employment relationship.

3. The written individual contracts referred to in the preceding paragraphs must contain: a) the identity of the contracting parties, b) the manner in which the work is to be performed, the place of business or employer's place of business, c) the time of work, the method of allocation and the periods of work, d) the method of remuneration and (e) any conditions for amending the contract.

4. In seasonal hotels and catering companies the written individual contracts as referred to in paragraph 1 of this Article shall be made for a daily or weekly working period.

5. In any case, employment on Sunday or other public holiday, as well as night work, entails the payment of the statutory surcharge.

6. If part-time work is determined by daily working hours less than normal, the provision of the agreed daily working time shall be continuous and must be provided once a day. The provision of the preceding subparagraph shall not apply to drivers of transport vehicles of schoolchildren, infants and young children and their accompanying persons who working in private educational establishments, children's and infants' educational establishments and day nurseries and kindergartens, as well as to teachers working in language and secondary education establishments teachers in the field of secondary education.

7. Termination of employment contract dismissal due to non-acceptance by the employee of the employer's proposal for conversion of the full-time employment to part-time employment.

8. The remuneration of employees with a part-time contract or employment relationship shall be calculated in the same way as the remuneration of a comparable employee and shall correspond to the hours worked during part-time employment.

9. Part-time employees are entitled to an annual leave with pay and a leave allowance, based on the earnings if they were working at the time of their leave, for the duration of which the

10. If the need arises for additional work over and above the agreed the worker is obliged to provide it if he is able to do so and refusal to do so would be contrary to good faith. The part-time worker may refuse to provide work in addition to the agreed work, where that additional work takes place in a normal way, that is to say, if it is additional work which is provided on a regular basis, is relevant to the main work and its provision was not agreed at the time of the signing of the part-time contract.

11. A part-time employee, upon an offer of employment on equal terms by workers of the same category, shall have the right of priority, for recruitment to a full-time job in the same company. The period of part-time employment shall be taken into account as time of previous service. For the purpose of calculating this length of service, part-time employment corresponding to the normal (legal or statutory) working hours of the comparable employee corresponds one day of previous service.

12. Company collective agreements allow for the following supplement or modify the provisions of the preceding paragraphs.

13. In all other respects, all the provisions shall apply to part-time workers.

For part-time work, the companies making use of it, are obliged to announce the agreements they have signed with the workers in the ERGANI system within 8 days of the signature, otherwise it is considered a full-time contract.

The Labor Inspectorate must also revise work schedules with all the details of the part-time employment of the employees.

Rotational employment

- Rotational employment is considered to be employment for less days per week or fewer weeks per month, or fewer months per year or a combination of these, but on a full-time daily working hours.

When the contract of employment is drawn up or during its duration, the employer and the employee may, by written individual contract, agree on any form of rotational employment.

If the employer's activities are restricted, they may, instead of terminating the contract of employment, may, unilaterally, even even if the employee disagrees and does not consent, a system of rotation in his company, the duration of which **may not exceed 9 months in the same calendar year**,

only if he has previously informed and consulted with the employees' legal representatives, in accordance with the provisions of Decree 240/2006 and Law 1767/1988.

The agreements or decisions of this paragraph **shall be notified within 8 days** of the drawing up or their reception by the relevant Labor Inspectorate.

In the absence of a trade union or workers' council the consultation must be carried out with all the employees of the company.

Prohibition of dismissal when a worker is in a status rotational work

- During the period when the worker is employed on a rotational basis, termination of the contract is prohibited, given that it is imposed as a preventive measure, which in order to be carried out requires the termination of the rotational employment and the worker's return to full-time employment (document 4355/16/03-03-2011) of the Ministry of Labor.

- It is unlawful to impose rotational work on the part of employers, if there has been no prior dialogue with the workers, they have not been provided with the company's financial data, all the alternatives have been exhausted and the workers have not been consulted beforehand. Because, however, the employer is 'exceptionally given the right to intervene on the content of the contractual agreements concluded with and to change them in a manner which is burdensome for the employees, the conditions for its exercise (i.e. the right of rotation) are strict and, in order for it to apply, the restriction of economic activity must be very serious with permanent characteristics, not merely when a company has cash-flow difficulties or when there is a bad situation on the market, the court adds.

-To stress that the employer's right to unilaterally impose a system of rotational work may not exceed in intensity, scope, duration, the enforced by the limitation of the company's activities measure, to exercise it in an abusive manner (e.g. one working day per week, the imposition of it in retaliation against certain persons for reasons of revenge or punishment).

Administrative leave

Companies facing financial difficulties due to constraints on their operations, are allowed by law, instead of dismissing their employees, to put them in writing (all or part of the staff) on administrative leave maximum three months in any one year. The 3-month period of suspension may be either continuous or interrupted. In this case they must pay 50 % of the average of the last 2 years' remuneration, on a full-time basis. When the employer suspends its employees, the OAED shall pay those who remain unemployed during the period of suspension, 10% of the average of their regular earnings for the last 2 months, with full-time employment status.

It is noted that in order to exercise the right of administrative leave, the employer is not obliged to obtain prior permission or approval from a public authority. However, a necessary formal condition for the validity of the employer's decision to place its employee(s) on suspension is the prior consultation with the legal representatives of his employees, also specifying, the the manner in which the consultation is to be carried out in the absence of the representatives of the employees in the company.

Employees who are suspended must be warned in good time, so that they can find other employment elsewhere. Otherwise they are entitled to receive full pay because their suspension is not considered valid.

Remuneration during the period of suspension is subject to insurance contributions in the same way as other remuneration of employees. Because the period of suspension is considered as actual service for the purposes of insurance and receipt of the corresponding insurance benefits.

Chapter 4

Allowances

In addition to the basic salary, various allowances are often paid, which sometimes correspond to a certain amount of money which sometimes are percentage-based, i.e. they correspond to a percentage of the basic salary. Some of the most important, which are paid for various and different reasons are the length of service allowance, the marriage allowance, management error allowance, traffic allowance and holiday allowance (Easter and Christmas bonuses).

Calculation of the Easter bonus

The period of time for which the gift is calculated starts on 1st January up until the 31st of May each year.

The full Easter bonus is equal to half a monthly salary for persons in receiving a salary and 15 days' pay for persons in receipt of a daily wage.

The basis for calculating the gift shall be the earnings on the 15th day before Easter. In the event that the employment relationship has been terminated before the above date, the gift shall be calculated on the basis of the remuneration paid on the day on which the employment relationship was terminated.

For workers on a rotational scheme or for those who left their employment in the period from 01/01 to 31/04, the Christmas bonus shall be calculated at the rate of 1 day's pay per 8 days of employment.

Days on which the workers were absent from work without justification or due to unpaid leave shall not be counted.

Calculation of the Christmas bonus

For the purpose of calculating the amount of the Christmas bonus note shall be taken of the way in which the employees are paid, i.e. whether they are paid on a daily wage or a salary. The period during which the gift is calculated shall run from 1 May to 31 December of each year. they are entitled to:

The full Christmas bonus equal to 1 monthly salary for salaried employees and 25 days' wages for employees in receipt of a salary and 25 days' wages for employees in receipt of a salary. As the salary or wages paid is the total of the regular earnings. In the concept of regular remuneration shall include the salary or wage or salary per diem, and any other benefits (whether in cash or in kind, such as overtime, legal wages, salary, overtime, holiday allowance, balance sheet allowance, food allowances, housing, etc.) as long as it is paid by the employer in return for work performed by the employee, either regularly each month, or repeatedly periodically at certain intervals of the year.

For workers on a rotational scheme the Easter bonus is calculated at 2 days' pay per 13 days of employment.

However, those of the above employees whose relationship with the employer did not last for the entire period of time that was mentioned either because they voluntarily left their employment, or because they were dismissed are entitled to receive a portion of the bonus commensurate with the duration of their employment relationship. In this case the Christmas bonus will be calculated as follows: 2/25 of the monthly salary or 2 days' pay depending on how they are paid for each 19 days of work of the duration of the employment relationship. Even if they are not working for a period of 19 working days per year, they will be entitled to a proportional fraction of the bonus.

The Christmas bonus must be paid no later than 21 December of each year, is subject to contributions to IKA, tax and social security contributions, wage and salary tax. It is understood that the employer may pay the gift earlier than the above date. The bonuses may under no circumstances be paid in kind, but only in cash.

Days on which the worker was absent are not counted absent from work without justification or due to unpaid leave.

Late payment of the bonus

For the delay in the payment of the Christmas Bonus and the Easter bonus, which shall be deemed to be regular pay, any employer or director or manager or agent or any representative by whatever title of any company, who fails to pay within the prescribed period to the Easter Bonus payments due to his employees, shall be punishable on application by the persons concerned or by the institutions of the Ministry of Labor (Labor Inspectorate) or the relevant Police Authority or the relevant professional organization of the workers, with imprisonment of up to 6 months and a fine, the amount of which may not be set at less than 25 % or more than 50 % of the amount of money in arrears.

The above cases shall be heard by the procedure of in camera, as provided for by Articles 417 et seq. of the CCP.

Debit notes

With the payment of each month, the employer is obliged to give employees a receipt and a payment slip.

Regardless of the method of payment or the accounting system the company applies, the payment slip must record all the employee's remuneration and all deductions made to the employee.

The same must be done for the remuneration of employees coming by Easter and Christmas bonuses and holiday pay.

Also, all days off that employees have not worked while entitled to pay must be reported separately in the pay slip, such as compulsory public holidays, sick leave, regular leave, etc.

Breach of this obligation shall result in the imposition of administrative and criminal sanctions under Articles 16 and 17 of the Law 2639/1998.

Illegal work

Increasingly, the phenomenon of employment workers, illegally, i.e. without insurance and without complying with conditions of pay and employment.

In illegal work we observe:

1. That workers are uninsured.
 2. The terms of the contracts on pay and employment are not respected.
 3. These workers are not granted fundamental rights such as vacation, holiday pay, holiday bonuses etc.
 4. There are no employment contracts and no basic rights are guaranteed rights relating to seniority, bonuses, allowances, severance pay and other benefits, redundancy payments, etc.
- In general, the terms of labor and insurance law are not respected.

“Black labor”, undeclared work, as the law describes it is punishable by criminal and administrative penalties and is controlled by the Inspector of labor, the inspector of the regional insurance centers or by a competent employee of the EFKA. Where a worker is found not to be included in the staff lists, it shall impose a fine of 10.500EUR for each undeclared worker. Within 12 months of the competent body which established that infringement shall be obliged to carry out at least one re-inspection. In the event of a repeat offense by the employer within 3 years of the first inspection, a fine shall be imposed, increased by 100% for the first inspection. and 200% for each subsequent infringement.

If the employer, within 10 days of the discovery of the undeclared work, hires the employee under a contract of full-time employment of at least 12 months' duration, then the fine shall be limited for each employee to the amount of EUR 2,000.

In the case of seasonal work, the fine for undeclared work is set at EUR 5 000 if the employer draws up at least a three-month full-time employment contract. If the period of 3 months of operation of the company does not exist, the employer's obligation is carried over to the following year.

Non-payment of remuneration

Any employer or director or officer or agent or in any way representative of any company, holding or employment, who fails to pay in due time to his employees in respect of the payments due under the contract or employment relationship of any kind, as determined either by the contract of employment or by the collective agreements, arbitration decisions or the law of the land, or by law or custom or under Article 10 of Law 3198/55, as a consequence of their being placed in a state of unavailability, shall be punished on the basis of a complaint by the parties concerned or by the bodies of the Ministry of Labor or the organs of the prefectural authorities responsible for the enforcement of labor legislation or the police authority concerned or the relevant professional organization of workers, with imprisonment up to 6 months and a fine, the amount of which may not be set at less than 25% or more than 50% of the arrears, amount of money, for which any in-kind contributions in kind shall be valued in the relevant decision in cash. The adjudication of the above cases shall be carried out in accordance with Article 417 et seq. of the Code of Criminal Procedure.

If no fixed payment date has been set, the employer shall pay the salary on the 30th day of the accrued month.

Failure to comply with the provisions, in general, of labor legislation and health and safety of workers, even a number of penalties may be imposed. (Article 16 of Law 2639/1998, as in force)

Labor requisition

- If the employer is late in paying the wages due to the employee he employs, then the latter has the right to withhold his services. That is, he is entitled to declare to his employer that he is stopping work until the arrears of pay are paid to him. The contract of employment shall not be terminated or suspended, but the contract of employment is still in force for the duration of the suspension. The employer is therefore obliged to pay the worker for the period during which the suspension lasts.

- During the period of the employer's default, the employee is not only not obliged to offer work, but is entitled to be employed elsewhere to meet his or her basic living needs. He must, however, be ready to work at all times, in the event that, for whatever reason, he is released from his default, if the employer pays the wages due. In fact, it is advisable for the employee to be in the process of looking for a job so that the employer cannot claim that the suspension is abusive.

- The retrenchment is exercised at group or individual level by the workers. It must be exercised carefully, as it has been held many times by the courts that this right is exercised abusively when there is a dispute about the amount due or the existence of a right, if the amount is insignificant, etc.

- In any case, however, the provision of Article 7 of Law 4635/19 even the termination of the contract is justified after a delay in the payment of wages of at least 2 months.

- During the period of the suspension the employer owes not only the salary but also the employee's social security contributions, as well as in the case of actual work. For social security contributions it was held that payable for a period of 5 months from the beginning of the suspension, according to a decision of the State Legal Council which was accepted by the Minister of Labor. After 5 months, only if there is court decision, the worker can claim further contributions.

- The suspension of work is exercised by a unilateral declaration of the employee(s) to the employer, which means that it can also be exercised orally. However, it is prudent to avoid this and the declaration of withdrawal should be in writing, which should be served on the employer by a bailiff. In this way on the one hand, it is possible to prove it, if necessary, in the competent courts, on the other hand, the employee is able to prove with the relevant report of the bailiff, that the employee is entitled to receive a redundancy allowance from the OAED, which is equal to the unemployment benefit, provided that the legal conditions laid down by OAED. Of course, this allowance will be paid by the OAED when the wages of the retrenchment are paid by the employer.

Unemployment benefit

Conditions for the subsidy from the unemployment fund

For the unemployment subsidy from the OAED, workers who dismissed, the dismissed workers must:

(a) they have become unemployed after the termination of their fixed-term contract or after the termination of their contract of indefinite duration or by termination of their employment contract by

their employer.

(b) have completed the required period of insurance as follows For the first subsidy:

To be eligible for a subsidy from the fund

In order to be eligible for the unemployment insurance fund, he must have worked 80 days a year in the two years preceding the subsidy. The last 14 months must have completed 125 days of work, without counting the wages of the last two months.

Also unemployment benefit is to be provided to an insured person who has 200 days of work in the last two years before his/her dismissal (without counting the daily wages of the last two years before his/her dismissal) of which 80 days at least in each year.

For subsidies for a second or more times:

You must have worked 125 days in the last 14 months, preceding his/her dismissal, not counting the number of days worked in the last two months.

Supporting documents:

1. Document of termination of employment contract or certificate of termination of contract.
2. The form "Employer's form" is completed by the employer in accordance with the entries in the IAD (Analytical Periodic Declaration submitted to IKA) of the last quarter before the termination of the employment contract. This form shall bear an original stamp and signature of the employer, without any additional validation stamp by the competent branch of the IKA-ETAM.
3. Family sickness booklet, if there are dependent members.
4. Recent Tax Statement or if there is none, a certified copy of the last income tax return.
5. Identity card of the insured person.
6. Proof of the insured's home address (E.G. BANK ACCOUNT OF A BANK, OTE, EUDAP)).
7. National Bank Account (IBAN) in which he/she is the first beneficiary.

The person concerned must provide the above information to the OAED of his/her region, no later than 60 days after his/her dismissal.

In any case, the daily unemployment benefits, within the the day before the start of the unemployment allowance, **shall not be more than four hundred days in any four-year period (450)**. If within the four-year period the unemployed person has received a subsidy for a period of less than four hundred and fifty (450) daily allowances, he shall be entitled to unemployment benefit for the remaining number of daily allowances, until the maximum limit is reached of four hundred and fifty (450) daily allowances.

Also, as of 1.1.2014, the daily unemployment allowances in the four years may not exceed four hundred (400).

Please note that the duration of the allowance depends on how many days of work the insured person has worked in the above-mentioned critical periods (14 months, 12 months or two years).

Duration of the subsidy

-
-
-
-
-

Insolvency benefit

The purpose of the 'Employee Protection Account from Insolvency' is the payment of unpaid claims arising from the insolvency of the employer, up to 3 months' pay, which arising from a contract or employment relationship and falling within the scope of the period of 6 months preceding the submission of the application or declaration of bankruptcy, provided that a decision has been made that the employer has been declared bankrupt, or from the publication of a ministerial decree provided by private insurance legislation, of a ministerial decision on the winding-up of an insurance company, or a finding that the employer is being wound up and that the company has been definitively closed down and that, owing to the inadequacy of the opening of bankruptcy proceedings is not justified. It should be noted that the money granted for the insolvency benefit comes from employee contributions.

An employer shall be deemed to be in a situation of insolvency when:

a) has been placed in a state of cessation or suspension of payments and is either declared bankrupt by a decision of the competent court or the company has been definitively closed down and, as a result of the court's decision there is not enough solvency, there is no need to start bankruptcy proceedings. The date on which insolvency occurs, shall be deemed to be the date on which the application for the opening of insolvency proceedings is filed.

b) a company (in difficulty) which is subject to the special procedure liquidation under Articles 9 of Law 1386/1983, 46 of Law 1892/1990 and 14 of Law 1892/1990 of Law 2000/1991, as applicable,

c) the insurance company whose operating license has been withdrawn by decision of the competent minister on account of an infringement of provisions of the insurance legislation and is placed in insurance (compulsory) liquidation in accordance with Article 12a of Law 400/1970, as in force,

d) his company was closed down after the procedure provided for by law, has been placed in liquidation with a view to satisfying the demands of its creditors and as a result the dissolution of employment relations with its employees.

- The amount of such benefits may in no case exceed the three months' pay provided for in the relevant collective agreements. The concept of 'remuneration', which may be covered by the insolvency fund shall include, but not be limited to the (statutory) salary of the employee, any unpaid holiday bonuses, Easter or Christmas holidays and holiday or vacation pay, if they fall within the relevant period of time specified by law. Compensation for dismissal shall not be paid in so far as it is not considered as remuneration.

- The OAED substitutes the employer for the corresponding rights of employees, and shall pay for such remuneration the corresponding social security contributions. Any unpaid remuneration which paid to the beneficiaries must fall within the period of the last six months. This six-month period (if it is the case of the bankrupt company), the starting point is the date of submission of the application or declaration of bankruptcy of the company, and in other cases, the starting point shall be the date of publication of the Ministerial Decision on revocation (in the case of liquidation of an company).

Beneficiaries

Beneficiaries of the employer's insolvency benefits are employees:

a) an company declared bankrupt following a judicial decision or where it has been established that the company the assets are insufficient and there is no longer any reason to commence bankruptcy proceedings.

b) a company which has been wound up

c) a company (insurance) whose authorization is withdrawn, because of breaking the law of private insurance legislation.

Deadlines

The right to payment of unpaid remuneration to the employee from the 'Account for the protection of employees against the insolvency of the benefit shall be exercised by means of a written request by the worker to the competent authority,

Service of the OAED, at the latest within six months a) from the publication of the decision to declare the employer in a state of bankruptcy, or (b) from the date on which the undertaking was placed in liquidation, or (c) from the date on which the (insurance) undertaking of the whose authorization has been withdrawn because of an infringement of the provisions of private insurance legislation.

After the expiry of the six-month period, the right to benefits shall cease.

Chapter 5: Leave

A1) Annual Leave

The basis for granting the workers' paid annual leave is defined as the calendar year, whereas the right to take pro rata leave from the first month of employment according to the Article 6 of Law 3144/2003. The employer has the obligation under the provision of Art. 53 of Law No. 4611/2019. to announce electronically in the ERGANI system the granting of the leave to the employee up to one hour after the start of the leave.

I. Setting up leave in the 1st calendar year

For the first calendar year in which the employee was recruited, the employer must grant, by the 31st day of the first year of employment, a percentage of the days of leave to which the employee is entitled on the basis of the period of employment in that year. The proportion of leave, the employer must grant even if it has not been requested by the employee, otherwise it will be paid by the employee increased by 100% after the leave allowance.

In particular, any employee, with a fixed-term or permanent employment, from the beginning of his employment and until the completion of twelve months of continuous employment, shall be entitled to receive a proportion of the normal annual paid leave in proportion to the length of service completed in the same company. The proportion of the leave granted shall be calculated on the basis of an annual leave of 20 working days over a five-day working week and 24 working days per year over a six-day working week, without counting in them the day of the week during which the worker is not employed because of the system of work in force.

II. Setting up leave in the 2nd calendar year

In the second calendar year, the worker shall be entitled to to receive the annual normal paid leave, which is also attributable to the time spent working under the current employer. Therefore, the leave in the second calendar year, which should be granted by the employer pro rata or in full at the end, by 31 December of that year, shall amount to 21 working days, multiplied by 25 working days for five days and 25 working days for six days.

III. Setting up leave in subsequent calendar years

For each of the following calendar years, the worker shall be entitled to receive from the 1st of January of each year, in full normal annual paid leave. This leave shall amount to 22 days five-day period and 26 six-day periods if two years have been completed of employment within that third calendar year.

Additional workers who have completed 10 years of service with the same employer or more than 12 years of service with any employer and in any employment relationship, shall be entitled to 25 days leave, on a five-day basis, or 30 working days on a six-day basis. After completion of 25 years of

service in any one employer, they shall be entitled to one additional working day, i.e. by 26 working days or 31 working days, as the case may be.

Breakdown of leave

- The annual leave may now also be split into more than two periods, one of which must be include at least 10 consecutive working days, during a five-day working week and 12 working days, over a six-day working week, or, in the case of minors, 12 working days, at the written request of the worker to the employer.

In the event that the employer fails to grant a work permit through no fault of his own (refusal, fault, negligence), the leave to which the worker is entitled within the calendar year, the employer shall be obliged to pay the employee the corresponding holiday pay with a 100% increase, but not the leave bonus.

- To add that partitioning is now allowed in three cases of the leave without the approval of the labor inspectorate.

The first is the division into two periods because there is a serious and urgent need of the company.

The second is the splitting into more than two periods at the written request of the worker. The employer is even given the possibility of granting, by decision, to the regular staff only the 10 or 12 days portion of the leave, and not the remainder, whenever he or she deems it appropriate. For the remaining days of leave, if there is a dispute between them as to the time of granting, this will be resolved by the Labor Inspectorate concerned.

The third concerns an employer employing regular and seasonal staff staff, where there is a accumulation of work in a given period of the year.

An issue that often becomes a point of friction is the segmentation of leave. That is, the employer is required to give compulsory leave whenever there is no work. What we should insist on is that at least the half of the leave should be given consecutively, when the employee requests it.

The employee's sick leave, military service, strike time is considered actual service and is counted in the length of the leave.

The employee may not be dismissed during the period of normal leave. However, notice of termination is permitted, provided that the date of dismissal is set after the end of the leave. During the period of leave, the employee may not work

A2) Remuneration of an employee during leave

During the period of leave the employee shall be entitled to receive from the employee the "normal remuneration" which he would have been entitled to receive if actually he/she was employed in the company during the corresponding period of his leave. The concept of normal remuneration includes, in particular paid to the employee regularly and permanently in return for work, both the fixed wage or salary and any kind of additional supplementary benefits, whether in cash or in kind (such as e.g. food, housing, rates, allowances, etc.).

In addition to holiday pay, the worker is entitled to a leave allowance. The leave allowance may not exceed for those who are paid a monthly salary the equivalent of 15 days' pay and for those who are on a 13 days' pay daily wage basis.

Both holiday pay and holiday allowance shall be paid in advance to the worker at the beginning of his leave; and shall not be offset against any higher than the legally paid remuneration. The provisions relating to both annual leave and leave allowance are of a public policy nature, which means that any agreement restricting the rights of workers is not lawful whereas on the contrary it is a valid agreement by which more favorable arrangements for the employee are provided.

The time limit for seeking payment of leave and allowance is 5 years.

If, through the fault of the employer, the leave is not granted by the end of the calendar year, the employee shall be entitled to the leave pay increased by 100% (double). However, the leave allowance is not doubled.

The employer is obliged to post in the ERGANI system the employee's receipt of leave within 1 hour of the start of the leave.

B) Special Leaves

1) Disabled Workers' Leave

Disabled persons (50% disability rate) and disabled persons permanent employees of the state, local authorities and other public authorities, irrespective of how and when they were employed, are entitled to 6 days' leave each year in addition to their normal leave.

2) Marriage and childbirth leave

All workers and employees are entitled to 6 days marriage and childbirth leave with pay if they work six days, or 5 days if they work five days, which shall not be offset against normal leave.

In the event of the birth of a child, the father shall be entitled to 2 days' leave with pay paid for each child. This leave is additional and not shall not be offset against the days of normal leave.

3) Leave on account of the death of a relative

All employees shall be granted two days' leave, with pay in the event of the death of a spouse, children, parents and siblings, as well as relatives in the same line and in the same line of marriage (i.e. children of the other spouse, in-laws and brothers and sisters-in-law).

4) Leave of absence for sickness of dependent members

Full-time workers are entitled to take leave up to six working days without pay in each calendar year, in the case of sickness of children up to 16 years of age or other dependents of their family. This leave may be granted in one lump sum or in installments, and shall be increased to eight working days if the worker has two children, and to fourteen if he is protecting two children, and to fourteen if he is protecting more than two. Where the beneficiaries are spouses, the leave shall be granted to each of them separately.

Parents working in companies that employ at least fifty persons and have children with mental or physical disabilities may request a reduction in working hours by one hour per day, with a corresponding reduction in their remuneration.

5) Leave due to AIDS

Employees with a dependent employment relationship who have a service up to 4 years with the same employer, who are carriers or suffer from AIDS, and who have been found fit for work, shall be entitled by the notification to the employer, up to 1 month for each calendar year of additional paid leave.

6) Leave for transfusions of blood and blood derivatives or dialysis

Employees with a dependent employment relationship who have a service up to 4 years with the same employer, who suffer from a disease requiring blood and blood derivatives transfusions or dialysis and which have notified the employer, shall be entitled to up to 22 working days per year of additional paid leave.

7) Parental authorization for a child with a disease requiring transfusions of blood and its derivatives or dialysis.

Natural, adoptive or foster parents of a child aged 16 or under years of age completed, who suffers from a disease requiring blood and blood derivatives transfusions or dialysis, shall be granted additional leave of ten working days per year.

For a child up to the age of 18 years of age or less, who has a disease requiring transfusions of blood and blood derivatives, or dialysis, a neoplastic disease, or a disease requiring transplant shall be granted special parental leave of ten working days per year, with pay, at his request, at his absolute discretion, on priority.

Hospital leave of up to thirty working days, without pay, for children up to 18 years of age, if parental leave has been exhausted. Is granted in the event of illness or accident if the presence of the worker with the child is necessary.

Such leave is an individual right of each parent, are granted without any condition other than the relevant provisions granted to working parents for family reasons, and after the exhaustion of relevant rights with pay, other than normal annual leave.

8) Leave to single-parent families

To employees who are widowed and to the unmarried parent, who has custody of the child shall be granted leave with pay of 6 working days per year, in addition to that to which he or she is entitled under other provisions. A parent with three or more children is entitled to 8 working days' leave

days. This leave is granted because of increased care needs of children up to the age of twelve years who have completed, in one go or in installments after agreement with the employer, in accordance with the needs of the parent, and shall not coincide with the beginning or end of the normal annual leave.

9) School Performance Monitoring Permit

Employees who have children up to the age of 16 who are attending elementary or secondary education, may be absent from work for some hours or a whole day to attend their children's school. This leave shall be granted with pay, up to a total of 4 days per year for each child. For parents with children in nursery school are also entitled to the above leave. It is understood, of course, that it must always be granted in installments and never for more than 1 working day at a time. This license shall not be offset against other leave granted to workers. This leave is granted to the working parent, irrespective of whether the other parent works outside the home or not, it is leave, and shall be granted regardless of the number of persons employed in the company. If both parents are employed, they shall decide by common agreement in each case, which of them will make use of this right and for how long.

10) College - high school student - pupil permit

Employees who are pupils or students in educational establishments of any type and at any level of the public sector who have not attained the age of 28 years shall be entitled to to receive, from their employer, in addition to the normal additional unpaid leave of 30 days' duration, whether consecutive or partial, for each of the following periods of the year in order to take examinations.

Permission to participate in examinations shall also be granted to workers who are over 28 years of age, but only for the foreseeable duration of their studies, increased by two years, regardless of whether the studies are attended continuously or intermittently.

For those participating in a program for a postgraduate diploma of at least one year of study or a doctoral degree from a higher education institution in the country, or foreign students shall be granted 10 days' unpaid leave in consecutive days or in installments, irrespective of their age. This leave shall be valid for two years. Such leave shall also be granted with pay from OAED.

Moreover, underage working pupils and students are entitled, according to Law 1837/89, to a permit for their participation in examinations unpaid leave of two days, consecutive or partial, for each day examination. This leave may not be less than 14 days.

11) Parental leave

See next chapter.

12) Trade union leaves

The employer is obliged to enable trade union officials to carry out their duties. He is thus obliged to grant trade union leave to (a) the members of the management of the most representative higher-level trade union organization for the duration of their term of office (b) the President of the Labor Centers and federations, provided that the organizations affiliated to them for up to 1500 voting members, fifteen days a month (c) to the President of the Labor Centers and Federations, provided that the affiliated organizations, primary trade union organizations have between 1501 and 10.000 members for the duration of their term, (d) to the President and General Secretary of the Labor

Centers and Federations, provided that their affiliated organizations have more than 10 000 voting members for the duration of their term of office. The above authorizations are granted with pay.

Finally, leave of absence is granted to (a) the members of the Boards of the most representative secondary organizations for up to 9 days per month, and up to 15 days for the President, Vice-President, General Secretary and the Chairman of the Board of Directors. (b) to their President, Vice-President, General Secretary and Treasurer, primary trade unions up to 5 days per month, if their members are 500 or more, and up to three days if there are fewer, and up to three days if there are fewer. The above leaves are paid and compulsory for the employer, in the sense that they will be requested either by the employee or his organization.

In order to make use of trade union permits, the most important thing is for the other workers in the trade unionist's work environment to understand the necessity and value they have for the operation of the union. If this has not been resolved, the employer will utilize the absence of the unionist and the burden that falls on the rest in order to get the job done, so as to isolate him from the from his colleagues.

- The labor legislation does not provide for the unilateral granting by the employer "forced leave". Nor is it the unilateral granting of unpaid leave to an employee. Any such action is tantamount to refusing to accept the services of the which means that the employer is in default, hence owes the employee the wages. Granting leave without pay is valid only by agreement between the employee and the employer.
- There is also no provision for granting rest in lieu of statutory remuneration for overtime, overtime, etc., even if the employee agrees.

Maternity leave because of childbirth / parental for child-bearing

1) Maternity leave (childbirth and postnatal leave)

A working mother is entitled to maternity leave (childbirth and maternity leave) of 17 weeks' duration. The 8 weeks are granted before the probable date of childbirth, and the remaining 9 weeks after childbirth.

In the event that the birth takes place on a date earlier than the probable date the remainder of the leave shall be granted after the birth, to complete the 17 weeks (Article 7 of the EAGGF 2000-1 which ratified by Article 11 of Law 2874/2000). In case childbirth takes place at a later date than the one at which calculated, then the 8 weeks' leave before childbirth shall be extended accordingly, without this extension affecting the time of the postnatal leave, which always remains 9 weeks (Cf. I.K.A. 15/31-1-12001 and O.A.E.D. document B10477OI01).

A worker who has taken maternity leave shall be entitled, to return to her job at the end of such leave, or to an equivalent post under the same professional conditions and terms, and to benefit from any improvement in the conditions which she would have been entitled to during her absence (Article 5, Law No. 3488/2006).

2) Special maternity/breastfeeding child-bearing leave.

Working mothers are entitled, for a period of 30 months from the end of the maternity leave, either to come back later or to leave work earlier by 1 hour each day.

Alternatively, with the agreement of the employer, the daily working hours of mothers may be reduced by 2 hours per day for the first 12 months and by 1 hour for a further 6 months.

Leave of absence for childcare purposes shall also be granted to the father, provided that the working mother does not make use of it, by presenting to his employer a certificate from her employer of the mother of the child.

The right to late arrival or early departure of the mother and alternatively the father for the care of the child have the adoptive parents of a child up to the age of 6 years, under the same conditions as the natural parents and starting point of the adoption. Unmarried parents are also entitled to childcare leave. Childcare leave shall be regarded and paid as time spent at work and shall not give rise to less favorable conditions in the working and labor relations (Article 6, ΕΓΣΣΕ 2002-3 & Article 5, Ν. 3488/2006).

Alternative use of reduced hours as carer's leave for child care.

Reduced working hours ('leave') for breastfeeding and child-rearing the worker is entitled to apply for it at his/her request alternatively as paid leave for a continuous period of equal length of time, with pay for a period of 3,5 months, within the period during which he/she is entitled to reduced working hours to care for the child. The alternative grant of leave shall be subject to the agreement of the employer and can be granted in one lump sum or in installments (Article 9, ΕΓΣΣΕ 2004-5). The employer's unjustified refusal to consent to the one-off granting of such leave is considered abusive, particularly in large companies, specialty, etc.

3) Special maternity protection leave

According to article 142 of Law 3655/2008, a working mother who is insured by the IKA-ETAM and working under an employment relationship of indefinite or fixed-term, after the childbirth-postpartum leave and the leave of equal duration to the reduced hours of special maternity/breastfeeding/nursing leave shall be entitled to special maternity protection leave of six (6) months.

If she does not take the leave equivalent to the reduced hours, the mother shall be entitled immediately after the expiry of the sergeant's leave, the special maternity protection leave and thereafter to the reduced hours.

The leave is provided only for child bearer and not for adoption, and it is only for the mother and not the father.

During the above special leave, OAED is obliged to pay the working mother a monthly amount equal to the minimum wage, as determined each time on the basis of the GCLA, and a proportion of holiday bonuses on the basis of the the above-mentioned amount.

In the case of employment of up to 4 hours per day or up to 13 hours per day, during the six-month period preceding the child bearing leave the amount paid by OAED shall be equal to half of the amount specified above.

According to article 36 of Law 3996/2011, it is prohibited and the termination of the contract or employment relationship of an employee by her employer is voided, both during the term of the pregnancy **and for the period of 18 months after the pregnancy** or during her absence for a longer period due to illness caused by pregnancy or childbirth, unless there is an important cause for termination. Protection against termination of the contract or employment relationship shall apply both to the employer to whom the employee is recruited without having previously been employed elsewhere before completed 18 months after childbirth or the longer period of time provided for herein, and to the new employer to whom the pregnant woman is recruited and until the above-mentioned years. In no case shall the following be considered as good cause a possible reduction in the pregnant woman's performance at work due to pregnancy. The protection applies irrespective of whether or not the employer is aware of the pregnancy.

4) Parental parental leave (unpaid).

A working parent who has completed 1 year of employment in the same employer shall be entitled to parental leave to raise the child, at a period from the end of maternity leave until the child reaches the age of three and a half years. This leave is unpaid, its duration may be up to three and a half months for each parent and shall be granted by the employer, in the order of priority of the employees in the company for each calendar year.

Entitled to parental leave are also employees who have adopted a child.

Where there is more than one child, the parents' right shall be independent for each of them, provided that, from the end of the leave for the previous child, 1 year has elapsed since the expiry of the period of leave granted for the previous child.

If both parents are entitled to parental leave, they shall decide by mutual agreement, in each case, which of them will be the first to use this right first and for how long.

In case of separation or divorce or widowhood or birth of a child outside marriage, the duration of parental leave may be up to 6 months and the parent who has custody of the child is entitled to it.

After the end of parental leave, the worker shall be entitled to return to work in the same or a similar job position, which may in no case be lower than that of the position he/she held before taking parental leave (Article 5 of the Law. 1483/1984 & Article 5, Law 3488/2006).

The termination of the employment contract, which is due to the exercise of parental leave is invalid (Art. 25, N. 2639/1998).

The working parent (mother or father) who is taking parental leave, during the period of absence from work, shall have full insurance cover from his/her insurance institution, but is obliged to pay the full insurance contribution, of both the employer's and the worker's contributions corresponding to that period. The time of parental leave shall be taken into account both for the purposes of the right to insurance and for the purpose of increasing the amount of pension (Article 6 of Law 1483/1984, Article 5 of Law 2335/1995, En. IKA 90/1995).

5) Child care license in case of surrogate maternity

In case of having a child through the procedure of surrogacy procedure, the adoptive parents shall be entitled to leave concerning the care and upbringing of the child as if they were natural parents. During the period of breastfeeding, the woman who has given birth and the adoptive mother shall be entitled to reduced working hours (para. c, Article 7, ΕΓΣΣΕ 2006-7).

6) Adopted childcare leave

The right to interrupt work or late arrival or early departure of the mother and alternatively the father **for the adoptive parents of children up to the age of 6** (Article 8, ΕΓΣΣΕ 2000-1) from the date of the court decision or from the award of custody of the child.

7) Leave (with pay) of a single-parent worker

To employees who are widowed and to the unmarried parent, who has custody of the child shall be granted leave with pay 6 working days per year, in addition to that to which he or she is entitled under other provisions. A parent with three or more children shall be entitled to 8 working days.

This leave is granted because of increased childcare needs up to the age of 12 years, granted in a lump sum or in installments in part or in full, after consultation with the employer, in accordance with the needs of the parent and must not coincide in time with the beginning or end of the normal annual leave (Article 7, EAGGF 2002-3).

8) Reduced working hours for children with disabilities

Parents who have children of any age with intellectual disabilities, physical or psychological disability, are entitled to reduced working hours of 1 hour a day in order to be able to devote more time to the special needs of the children (Law 1483/84). The entitlement to reduced working hours is to work in a company which employs at least 50 persons, have a child with a mental, psychological or physical disability, the working hours of the working parent in this case shall be reduced by 1 hour per day, with a corresponding reduction in remuneration, the mental, physical or psychological disability of the child is established by a medical certificate.

Employers who employ parents of children up to 16 years of age or over 16 with a severe or chronic illness or disability, are required to the scheduling of the annual leave to give priority to them. In addition, family obligations shall not constitute a reason for termination of their employment contract.

9) Surrogacy-Leave

According to the H.G.S.E. 2006-2007 (Article 7) In the event of child acquisition through the process of surrogacy, the parents are entitled to the leave relating to the care and upbringing of the child as if they were natural parents. During the period of breastfeeding, reduced hours as they are described, shall be provided to the woman who has given birth as well as the acquiring mother.

Leave for hourly workers

If hourly employees have a regular daily employment, they are entitled to leave like all employees. The holiday pay and the holiday bonus will be calculated on the basis of the average (daily) mean average received during the period since their employment or the end of their previous leave until the beginning of the new leave period (Article 5 of the Collective Agreement of 26.1.77). The average daily rate is obtained by dividing the total remuneration received by each worker during the above period, divided by the total number of days included in that period during which the worker worked or retained a claim to his earnings.

Employee sickness

A) Workers in general, regardless of whether they are employees or skilled labourers shall be entitled to be absent from work due to sickness without consequences. Therefore, it shall not be considered that they left voluntarily and the contract of employment shall continue to be regarded as being continued while the salary and wages are paid at the same time as the certain conditions. Therefore, employers are obliged to accept the return of the workers to work.

Sickness constitutes an unjustified obstacle to the performance of work, therefore the employee retains his claim to the salary if, after at least ten days of work, he is prevented from working for good cause beyond his control. The period for which the entitlement to the salary is maintained may not exceed one month if the impediment occurred at least one year after the beginning of the contract or half a month in any other case. This claim may take place only once per working year. The employer is

entitled to deduct from the salary any amounts paid to the employee, on account of the impediment, due to a statutory insurance obligation.

B) Short-term sickness limits

A "short duration" illness, according to Law 4558/30, is considered to be the one that lasts, always with the same employer, from:

- One month for those who have served up to 4 years
- Three months for those with between 4 and 10 years of service
- Four months for those serving from 10 to 15 years
- Six months for those serving for 15 years or more

The meaning of the above provision is that an employer may not under no circumstances regard the absence of the employee as a voluntary departure within the above time limits and for the above reasons, illness, maternity.

But this does not mean that every illness of greater duration can be considered as a waiver of the right to work. In order for this to be the case, it must be proven at the same time the will of the employee to resign. The same applies to absence due to other reasons.

The examination of the reasons for absence and the employee's intention, or lack of it, to resign are key elements in determining whether such cases constitute resignation or not. These matters are of great practical importance to employees. If the employer does not accept their services after the termination of their sickness or its causes after termination of the absence, considering that they have voluntarily resigned, they may claim, as in the case of an invalid dismissal, either late pay and retention in employment, or compensation for dismissal.

C) Method of payment for sickness

According to the provisions of A.L. 178/1967, in the event of absence from work for 1-3 days due to illness, the employer is obliged to pay only half of the daily wage or the corresponding daily wage. On the other hand, if the illness lasts for more than 3 days, e.g. 12 days, the employee is entitled to receive from IKA an allowance only for the 9 days of his/her illness, because the 3-day waiting time is deducted. The employer must pay only half of the daily wage or the corresponding daily wage for the first three days, for the remaining 9 days, the difference between the daily wage and the sickness allowance paid by IKA

In the event that the employee falls ill and is absent from their work for a period of up to 3 days at any time during the year is not entitled to receive sickness benefit from IKA, but this time shall be counted as waiting time for another illness.

D) Long illness and leave

The absence of the worker beyond the limits of short sickness shall be offset against the days of leave due, as a result, each day of absence beyond these limits deprives the employee from that leave.

Chapter 6

Industrial accident

Employers are obliged to report any accident at work:

- 1) Firstly, to the nearest police authority
- 2) To the nearest labor inspectorate
- 3) To have the accident recognized by the Social Insurance Institution (IKA), whether it is an occupational or non-occupational injury, it is necessary to report it to its services.

The accident must be reported to IKA within **5 days** after the accident, **otherwise it must be proved to IKA force majeure which prevented the declaration being made in time.**

Also an industrial accident is when during the transition from residence to the place of work or on his return from it, with using any means of transport, of common use, but in such circumstances that there is a causal link between the work and the accident.

Immediate action to be taken by the trade union in the event of a workplace accident, are:

- 1) Request the CECC to send a team to the site of the accident to investigate its causes.
- 2) To contact the injured and their families immediately.
- 3) Send a delegation of the union to the accident site.
- 4) To issue an immediate union statement taking a position on the incident.

In the event of a fatal accident, we also notify the police.

In the event of an accident at work, the insured persons are generally entitled to benefits of the insurance institution, in cash and in kind, regardless of the time they were insured, i.e. it is not required that they have a certain number of working days.

Chapter 7: Collective bodies and collective agreements

Collective labor agreement

A) Content of the collective labor agreement.

The collective labor agreement may regulate:

1. The terms and conditions of the conclusion, operation and termination of individual employment contracts falling within the scope of application of the collective agreement.
2. Issues relating to the exercise of trade union rights in the company, the provision of trade union facilities and the manner of withholding trade union dues and reimbursement of trade union to the beneficiary organizations.
3. Social security matters, other than pension matters, as long as other than social security matters, provided that they do not conflict with the constitutional order and policy of the public social security institutions.
4. Issues relating to the conduct of business policy insofar as it directly affects industrial relations.
5. Issues relating to the interpretation of the regulatory conditions of collective labor agreement.
6. Issues provided for in Article 12 of Law 1767/1988 with prejudice to the powers of the works councils.
7. The rights and obligations of the contracting parties.
8. Issues relating to the procedures and conditions for collective bargaining, mediation and arbitration.
9. The collective agreement may contain a peace clause on the matters which it regulates.

B) Types of collective agreements and competence to agree upon them.

Collective agreements are divided into:

- α)** national general collective bargaining agreements, which concern workers throughout the country.
- β)** sectoral, which concern the employees of a number of similar groups or companies of the same city or region or the whole country.
- γ)** Company, covering the employees of a holding or undertaking.
- δ)** National homogenous occupational groups covering the employees of a particular occupation and of the activities related to that occupation of the same city or region.
- ε)** Local joint trade associations covering workers of of a given profession or of the related professions of a particular city or region.

α) National general collective agreements shall be signed by the Minister of Labor after a complex procedure for the submission of proposals (Law 4172.13) by the third-tier workers' organizations and the organizations recognized as broadly representative or nationally representative and determine the minimum working conditions applicable to workers throughout the country. To these workers include workers with a private-law employment relationship in the public sector, public bodies and local authorities. The EGCA's establish minimum compulsory wages - daily wages and supplement the general terms and conditions of employment regulated by the relevant laws and guaranteed by the Constitution.

With Law 4093/2012 their binding nature has changed, as now now **only their non-salary terms** (institutional terms) **will continue to bind all employees and all employers throughout the country, as minimum protection limits.** Instead, their wage conditions (basic wage/daily wage, surcharges, etc.) **are binding, as of 01/04/2013, only on employers who are members of the parties to the EGCA employers' organization** and irrespective of whether the employees are, or are not, members of the respective labor organizations. That is, if a employers' organization (GSEBEE, ESEE, SETE, SEV) does not sign the ΕΓΣΣΕ, the workers, who are employed in the companies that represented by it, are not covered by any EGCA, but have as the legal minimum wage as the minimum protection threshold.

The minimum wage of all workers was established by the Law No. 4241/127/30-1-2019 of the Minister of Labor in conjunction with 7613/395/18.2.2019 circular **650 euros per month minimum wage and EUR 29.04 minimum daily wage, without age discrimination** as the minimum protection threshold for workers in the whole country, below which it is not permitted to set wages by individual or collective labor agreements.

According to the above decisions, the minimum wage is currently for employees is:

- a) with 0-3 years of experience is set at EUR 650
- b) With 3-6 years' experience is fixed at 715 "
- c) with 6-9 years' experience is fixed at " 780; and
- d) with more than 9 years' experience EUR 845

For craftsmen

- a) With 0-3 years of experience minimum wage is 29,04 euros
- b) With 3-6 years of experience minimum wage is 30,49 euros.
- c) With 6-9 years' experience, the minimum wage shall be 31.94 .
- d) With experience of 9-12 years minimum wage is 33,40.
- e) With experience of 12-15 years minimum wage is 34,85.
- f) With 15-18 years of service the minimum wage shall be 36,30 and
- g) With more than 18 years of service the minimum wage shall be 36.30 37,75.

* The Council of State is pending a decision on the appeal by SEV, which challenged the application of the decision in relation to the calculation of three-years' service, but there is no decision to suspend the application of the Decree before a decision of the CoE

b) Sectoral agreements shall be concluded by primary or secondary trade union organization covering workers irrespective of their occupation or specialty, of similar or related activities companies in the same branch of industry and by employers' organizations. In particular and only for workers in banks, where there are no employers' organizations in the sector, they shall be concluded by individual employers, represented by a jointly authorized representative or representatives, provided that these employers cover at least 70 % of the employees in the industry. The sectoral collective agreements, if have not been declared compulsory, they shall be binding only on workers and employers who are members of the contracting organizations. It is therefore crucial to strengthen the mass participation and organization of workers, both in the primary and sectoral trade union organizations.

c) Operational collective agreements shall be binding on all the employees of the company and are concluded between the employer and, in order of precedence, the company union or, where there is no company union, the association of persons referred to in Article 1 par. 3 of Law 1264/1982, provided that it has been established by 3/5 of the employees of the company or, if the above-mentioned collective bodies are absent, the primary sectoral trade union organization.

With regard to the possibility of concluding a company-wide collective agreement by the trade union organization of the company, the competent body shall be the trade union which covers the employees of the company irrespective of the category, position or specialty, and if at the time of conclusion has at least 10 members. Of course, the condition of the requirement of a minimum of 20 members for a validly constituted union. The limit of 50 employees that had to be employed in a company to be able

to conclude a company-wide collective agreement no longer applies. If there is more than one company unions, the representative union is the one which has the largest number of members, who voted at the last election for the election of management, irrespective of the number of members who voted in the latest elections for its board, regardless of the disciplines of the workers who are members.

In the case of a combination of several CLAs in one employment relationship, applies the most favorable for the employee (Art. 55 of Law 4635/2019).

Of course, an exception to the clause of the most favorable one is introduced for companies facing serious financial problems or are in a pre-bankruptcy procedure, out-of-court settlement or financial reorganization.

d) National collective bargaining agreements shall be concluded, on the part of the employees, by secondary or primary national trade unions. On the employers' side, the national confederations of employers' associations collective agreements are concluded by employers' organizations with a wider scope of representation or nationwide.

e) Local collective agreements shall be concluded by homogeneous trade union organizations of workers, primary or secondary, of local character, and by employers' organizations. Collective labor agreements shall bind workers and employers who are members of the contracting organizations.

- The sectoral, operational and national or local collective agreements may not contain terms and conditions of employment which are less favorable to workers than the terms and conditions of employment laid down in national general collective agreements or the statutory minimum wage.
- At the same time, as long as the implementation of the medium-term Financial Support Framework, until 31/12/2015, has the possibility that the Minister of Labor had to extend the duration of collective agreements, relating to a sector or profession, to the entire sector or profession if the collective agreement was binding, for employers who employ 51% of the industry or profession. That is, by this extension, the signed collective bargaining agreement could also cover employees or employers who are not members of the contracting organizations. Paragraph 6 of Law 4046/2011, this possibility was suspended.
- As of 14/02/2012, collective agreements of any kind (national general, sectoral, inter-professional, company-level) have by law fixed duration, i.e. they must be concluded for a fixed period of time, the duration of which may not be less than one year or more than three years, even if the collective agreement provides otherwise.
- By the Act of the Council of Ministers No 6/28.2.2012 it is stipulated that from 14/2/2012 and until the unemployment rate drops below 10%, all the conditions provided for in the automatic increase in the remuneration of employees, which shall take effect and with the increase for length of service. This suspension concerns conditions providing for automatic increases from any source (law, regulations, arbitration awards).

Associations of persons

Law 1264/82 recognizes for the first time associations of persons as trade unions. Associations of persons do not have legal personality and are established by an instrument of incorporation filed with the registrar of the competent Magistrates' Court in whose district the company or holding is located and notified to the employer. The recognition of associations of persons, until the adoption of

Law No.4024/2011, was subject to conditions from which it was clear that they had an auxiliary role, giving priority to the company union.

Article 37 par. 1 of Law 4024/2011, their role was strengthened, but not for the benefit of the employees and they were given the power to conclude company-level collective agreements, a power they did not have under the legal status at the time of the adoption of the law.

The conditions for the establishment of an association of persons are as follows:

a) only one association of persons may be established in each holding and this only if there is no operational association.

b) it is formed by 3/5 of the employees of the company; or holding, irrespective of the total number of employees on that holding and its duration is not subject to any time limit. If it ceases to exist the requirement of 3/5 of the employees to participate ceases to apply, the association of persons shall be dissolved without further formulation. However, if the association has signed a collective agreement, even one that is less favorable than the sectoral agreement, the collective agreement remains in force, even though the association of persons no longer exists.

c) For the establishment of a trade union at least 10 employees are required.

There is a differentiation in relation to the regulation of Law 1264/1982 that the establishment is also permitted on holdings which employing fewer than 40 workers and that they do not have the limited duration of 6 months that 'joint' associations of persons have.

It should be noted that the associations of persons referred to in Article 37 para. 1 of Law 4024/2011 is in essence a legal formation, which is not subject to any restrictions, created for the sole purpose not to strengthen and mass of the trade union movement, not to demand the signing of contracts based on the needs of the people, but the signing of company contracts on terms less favorable than those of the sectoral collective agreements, seeking to reduce labour costs as much as possible.

Aftereffect

Also amended, by the Act of the Council of Ministers No 6/28.2.2012, the provisions of paragraphs 4 and 5 of Article 9 of Law 1876/1990, which concern the so-called post-activity of the of the regulatory terms of the Collective Agreement.

In particular, the period of mandatory validity of the regulatory terms of the CLA is (6 months). (Law 4320/15 Art.40)

Under this new provision, during the period of the postponement of the expired or terminated collective agreement (post-activity is not the six-month period period of mandatory validity, but the six-month period following the expiry or termination of the contract, or termination of the collective agreement) shall not continue to apply all existing statutory terms and conditions of employment as established by the expired or terminated collective agreement and up to the time of expiry or termination but only those statutory conditions which concern: a) the basic salary or basic daily wage, b) a bonus for work seniority, c) bonus for underage children, d) bonus for studies, e) a bonus for

hazardous or unhealthy work, and these only if provided for by collective agreements which have expired or been terminated. Therefore all other bonuses, other than the four mentioned, shall cease to apply, unless, of course, it is granted by agreement or even voluntarily. {settlement terms, as opposed to contractual terms are the economic - wage terms and the institutional terms (terms of remuneration and working conditions, holidays, working hours, trade union rights, etc.)}.

Mediation and Arbitration

If, after the invitation to negotiate, the other side, does not come forth, or if it is not possible even after some meetings to reach an agreement, then one side has the right to request mediator. The law has designated a special body of mediators-arbitrators who are listed in the registry of the Mediation - Arbitration Agency. It is appointed by the committee of the mediator who will recall the representatives of the two parties (workers and employers) and will propose to them his or her own conciliation position. If this is accepted, the new CLA is signed and comes into force. If the mediation fails or if the CLA has expired, recourse to arbitration shall be possible by a unilateral appeal by the the plaintiff if it has accepted the mediator's proposal.

Chapter 9 : Forms of assertion of labor rights.

Claims for payment of remuneration

A worker has the right to claim payment of his wages by any legal means, invoking the intervention of the competent bodies of the Labor Inspectorate, either by taking legal action seeking payment of the money or to have the employer declared bankrupt.

-Tripartite meeting at the Labor Inspectorate

The workers and the union have the right to demand from the relevant inspectorate office a "tripartite meeting". These meetings are of a "conciliatory" nature with the aim to avoid recourse to the courts. Unions must make use of tripartite meetings between the employer - the inspection and the union, not only for issues of individual workers, but also for more general violations of labor law in a workplace.

Tripartite meetings at the labor inspectorate are not a form of fight, but they do put pressure on the employer and give us valuable time to organize the struggle.

In the event that the employer does not show up at the meeting for two consecutive times, the inspectorate is entitled to impose a fine.

-Control of companies by the Union- Labor Inspection

The representatives of the company's union and if there is no union of the regional union, the branch union or the federation, are entitled to be present during the inspection carried out by the bodies of the labor inspectorate and submit their observations. This means in practice that in cases where they consider that there is need, they can ask the inspectorate to carry out a joint inspection.

After the inspection we always ask for a copy of the inspection report to make use of it by informing the employees.

-Insurance measures

An injunction is a legal procedure whereby workers who are owed a large amount of accrued wages, freeze assets of the company so that they can be repaid by selling them.

In the context of the injunction procedure, the following amendments occur:

- a) All proceedings will be conducted by the Small Claims Courts of First Instance in order to achieve the decongestion of the Multi-Member Courts of First Instance.
- b) The interim order will be heard after a prior summons of the employer and, if granted, the hearing of the injunction shall be held after prior notice to the employer, measures shall be determined within 30 days.
- c) The decision in the injunction shall be published immediately after the conclusion of the hearing and no later than 48 hours after the hearing. In exceptional cases, if it is not possible for the judgment to be delivered within this period the judge shall set a specific day for the delivery and publication of the judgment, within 20 days at the latest from the date of the hearing.

Furthermore, in special proceedings the judge is obliged to issue the judgment either on the spot or within 48 hours, in difficult cases within 20 days, but at a time and place which he or she shall determine. For this purpose, provision is made for the filing of motions to be done within three days before the case is to be heard, so that the judge will have taken into account the allegations and evidence of both parties.

Declaration of Strike

The strike is the most important and most dynamic form of demand for labor rights. As the main form protected by the Constitution and as an independent form of trade union action right (Article 23(2)(a)).

Competence to declare a strike

As regards the competence to declare a strike and who is entitled to participate:

1. The first category of employees is the first-tier union, i.e. a union based on the employee's occupation, irrespective of the employer who they are employed for. The strike shall be called by all workers in the same occupation, but not by workers in other occupations.
2. Sectoral unions, i.e. unions consisting of workers of several similar companies, may declare a strike which covers all similar undertakings or a strike which is localized in a particular company.
3. First category company organization, i.e. organization on the basis of the company in which the worker is employed, regardless of his/her occupational specialty, carries out companywide strike, in which any employee of the enterprise can take part.

- - A strike in trade unions is declared by a decision of the general assembly, in which at least 50% of the members of the organization who are in good standing must participate in the discussion and decision making after a secret ballot (article 211 of Law 4512/2018). Moreover, according to the provision of par. 5 of Art. 54 of Law 4635/2019 "the decisions of the General Assemblies and other administrative bodies (i.e. and the Board) of trade union organizations of workers and employers, including decisions to declare a strike, are taken by vote, which may also be conducted by electronic voting and under conditions that ensure transparency and secrecy, as defined by their statutes". For short stoppages, if they do not take place on the same day or within the same week, a decision of the board of directors is sufficient **(several court decisions have held that the same procedure as for the declaration of a strike is required for work stoppages)**.
- The strike in secondary and tertiary trade unions shall be declared by decisions of the Board.
- Employees of the industry or company who are not members of the trade union organization which declared the strike may take part in it.
- For a strike to be legal, the employer or the employer's representative must be given notice of the strike, or his/her trade union organization at least 24 hours before the strike takes place. In public utility companies or public companies the notice must be given 4 days in advance. The notice must state the day and time of the start of the strike and its duration. In order to avoid disputing by the company that they have been informed of the strike, it is customary for the notice to be given in the form of an out-of-court complaint which notified by a bailiff.
- The trade union organization which declares the strike, when it comes to the case of public utilities, shall have the obligation to announce 4 days before the strike is to take place and to make available the necessary staff to ensure the security of its premises and to prevent disasters and accidents. The security personnel shall be determined by special agreement between the the representative trade union organization in the company; and the management of the company, in consultation with the management that takes place every October.

Chapter 9 :Operation and organization of unions.

The assertion of labor rights mainly takes place in a militant way. Other aspects can be exploited.

-Required books on trade unions

Register of members

Book of transcripts of the Board of Directors

Book of transcripts of general assemblies

Book of receipts and payments

Book of assets.

The above books must be certified by the court of first tier in district where the union belongs. Also each union may have: A protocol book, a book of invitations of the board members for the meetings and a block of receipts and payments, a vouchers block, an incoming and outgoing file.

Unions with a long history of struggle must take care of proper maintenance of the union's records. Preserve materials (announcements, posters, photographs, minutes, etc.) and where possible, get them digitized. These materials as a document of each union should be presented to the members in every possible way.

At the same time we should ensure that the archive is completed with the new struggles of today.

-Transcripts of the Board of the Union

In the transcript book all speeches, proposals, and decisions as well as suggestions of the chairman throughout the whole duration of the term of office of the administration. It must also show at each meeting confirmation of the transcripts of the previous meeting.

It is compulsory that the councilors present are indicated each time. The transcripts shall be approved by the Board at the next meeting.

-Union's committee

Trade union committees are elected in factories as representatives of employees of the company and a link to the sectoral union. The union's committee is not a statutory body with trade union coverage. Consequently, the procedure for its election, the number of its members is not determined from somewhere, it depends on the balance of power in each workplace. Our pursuit in every case is to be elected from below through collective procedures, not excluding even the appointment of a committee by the board in places where there is intense employer terrorism.

-Occupational Health and Safety Committee

The election of the committee of workers' representatives shall take place as follows:

Where the company employs more than 20 persons, with direct and secret ballot at a general meeting convened every two years.

In particular:

A general assembly shall be quorate when at least half of the members are present.

Every employee has the right to vote for the representative or members of the committee, as well as to be elected to these positions.

The election shall be by majority vote from a single ballot paper in which the candidates are listed in alphabetical order.

the elections shall be conducted by an election committee of three members.

Voting shall be by secret ballot.

The number of members of the committee shall be fixed at:

one (1) in companies with 1 to 50 employees

two (2) in companies with 51 to 100 employees

three (3) in companies with 101 to 300 employees

four (4) in companies with 301 to 600 employees

five (5) in companies with between 601 and 1 000 employees.

The members of the HSE, or the representative, have trade union coverage from Article 14 of Law 1264/82

Responsibilities of the committee are:

- 1) To study the working conditions in the company.
- 2) To propose appropriate measures to prevent the recurrence of serious accidents
- 3) To identify occupational hazards in the workplace.
- 4) To participate in the formulation of the company policy on occupational risk prevention.
- 5) To be informed of any changes in the production process, in the amount that those affect health and safety conditions.
- 6) To call upon the employer to take appropriate measures in the event of immediate and serious danger, not excluding the termination of operation of the machinery or the production process.
- 7) To request the assistance of experts on HSE issues, with the consent of the employer.
- 8) To meet with the employer, in the presence of the Technical Adviser and the General Secretary, to settle relevant issues.

Employers are obliged:

- 1) To facilitate the work of the committee.
- 2) To inform them about the health and safety related issues.