



## Recent changes in Greek Labour Law | EU Directive on transparent and predictable working conditions adopted

Law 5053/2023, published in the Government Gazette on 26.09.2023, transposes EU Directive 2019/1152 on transparent and predictable working conditions in the EU and adopts measures for the simplification of administrative procedures within the ERGANI II platform. In our newsletter we set out the main changes introduced.

### **Probationary period**

The probationary period is reduced from 12 to a maximum of 6 months and requires agreement between the parties. Nevertheless, the right of the employer to terminate indefinite-term contracts within the first 12 months without notice or payment of severance indemnity remains intact. If the employee completes probation successfully, the employment contract is deemed to have commenced from the initial hiring date. If the employee fails probation, the employment contract terminates ipso facto.

Law 5053/2023 also introduces the possibility to include a probationary period in fixed-term contracts, provided this does not exceed  $\frac{1}{4}$  of the total duration of the contract and a maximum of 6 months.

### **Notification of essential employment terms**

The list of essential employment terms that must be notified to the employees is expanded both for nationally based and for posted employees. The notification can be made either in hard copy or electronically and must take place within 1 week or 1 month from the commencement of employment, depending on the specific type of information. In case of change of the essential employment terms, including due to the posting of the employee abroad, the employer is required to inform the employee prior to the effective date of the change.

Furthermore, pursuant to the new law the employer must upload to ERGANI II the basic employment terms prior to the commencement of employment and the

written employment contract, if one exists, within the above timeframes of 1 week or 1 month. Said documents must be signed by both parties in wet ink or electronically.

### **Parallel employment**

Employers may not enter into agreements that prohibit their employees from providing work to other employers outside their agreed working hours, unless justified by objective reasons such as health and safety, protection of confidentiality, non-compete or avoidance of conflicts of interest. Any such parallel employment is subject to the statutory limitations regarding maximum daily and weekly working hours.

### **On-demand contracts**

Law 5053/2023 introduces the concept of on-demand employment contracts, in the context of which employees agree to be available to provide work within a pre-defined reference period. On-demand contracts must provide for a minimum number of paid working hours that are not less than  $\frac{1}{4}$  of total agreed hours. Employees are obliged to provide their services on condition that: a) the employment contract sets out specific reference days and hours for the provision of work and b) the employee receives prior written notice by the employer, which in principle cannot be less than 24 hours. Should the employer cancel the request at any time after such notice is given and before the commencement of work, employees are entitled to the corresponding wages.

### **Transition to another form of employment**

Employees with at least 6 months' service with the same employer, who have completed their probationary period, may request to be employed under more safe and predictable employment terms, if possible. Employers are obliged to provide a reasoned written reply to the employee, within 1 to 2 months from the request, depending on the size of the enterprise.

### **Mandatory training**

Where an employer is required by law to provide training to an employee in order for said employee to carry out the work, such training must be provided free of cost for the employee, it must count as working time and, where possible, take place during working hours.

### **Notification of changes to working hours and overtime to ERGANI II by employers using the Digital Work Card**

Employers that have been included in the Digital Work Card system are no longer required to make an advance notification of changes to working hours or the conduct of overtime to ERGANI II. However, if the competent labour authorities find that such changes or overtime are not reflected in the data recorded through the Digital Work Card a fine of €10,500 per employee can be imposed.

## Unjustified absence

Unjustified absence from work for more than 5 consecutive working days can be considered as termination by the employer after an additional 5 working days have lapsed from the granting of written notice by the employer. On the next working day, the employer must notify the resignation to ERGANI II without the employee's signature on the resignation form.

## Work on the sixth day in enterprises following the 5-day week

Enterprises of continuous operation that apply a five-day working schedule may employ personnel on the sixth day, provided they have uploaded a prior notification to ERGANI II. The same notification, along with a separate notification to the Labour Inspectorate, is required for the employment of personnel on the sixth day by enterprises of non-continuous operation, which is only allowed in case of unpredictable workload. Provision of overwork and overtime during the sixth day is not permitted. Work on the sixth day is remunerated with a 40% surcharge on the employees' contractual wage.

## Employment on Sundays and public holidays

The list of employers whose personnel is permitted to work on Sundays and public holidays is expanded to include, amongst others, training centers for pilots, crews and aircraft engineers, aircraft and passenger ground handling training facilities, the food industry, enterprises engaged in the bottling of natural

mineral water and soft drinks and those engaged in organising conferences.

## Working time arrangements upon individual agreement

Under the previous framework, working time arrangements were primarily concluded at collective level, while their conclusion at individual level was only possible upon request of the employee. Law 5053/2023 abolishes the relevant restriction and only requires that such agreements between employers and employees be concluded in writing. Lastly, the new law prohibits the termination of an employee for not consenting to a proposal for working time arrangements.

## Protection of the right to work in case of a strike

Any person who hinders in any manner the free access to and from the workplace to employees who are not participating in a strike or exercises physical violence or threat in order to force others to participate in a strike or participates in the occupation of work premises during a strike is punished with imprisonment of at least 6 months and a monetary penalty.

## Reinstatement of seniority allowances

The application of all laws, regulatory provisions, collective labour agreements or arbitration awards that provided for salary increases based solely on seniority was suspended since 14.02.2012, as part of Greece's austerity measures. Under the new law, such suspension is now

lifted starting 01.01.2024 and the seniority of employees for remuneration purposes shall resume as from such date, without, however, having a retroactive effect (i.e. the period of suspension from 14.02.2012 until 31.12.2023 will not count for the purpose of calculating seniority allowances).

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