



Recent Updates in New Greek Labor Law 5053/2023

1. What are the objectives of the new law 5053/2023?

The primary objectives of the new law 5053/2023 (published in Government Gazette A'158/26.9.2023) encompass several key aspects. Firstly, it aims to strengthen employment by promoting transparent and foreseeable working conditions, safeguarding employees' rights, and combatting undisclosed or inadequately disclosed employment. Secondly, it aligns with Directive (EU) 2019/1152 of the European Parliament and the Council from June 20, 2019, concerning transparent and predictable working conditions across the European Union. Thirdly, it seeks to streamline digital processes within the Ministry of Labor and Social Security's "ERGANI II" Information System and enhance the digital employment card. Lastly, it reinforces the functions of both the Ministry of Labor and the Labor Inspection Authority (SEPE), ensuring more effective oversight.

2. How do probationary periods work in indefinite and fixed-term employment contracts, and what happens if the probationary period is unsuccessful?

In the context of indefinite employment contracts, both the employer and employee can agree on a probationary period, lasting a maximum of six (6) months, during which the employee's performance is assessed. If the employer determines the probationary period as successful and decides to retain the employee, the initial hiring date becomes the official contract start date, granting the employee all relevant entitlements. Conversely, if the probationary service is deemed unsuccessful, the probationary contract ends automatically, with the time served counting as part of the employment

period. For fixed-term contracts, the probationary period aligns with the contract's duration, not exceeding one quarter (1/4) of the total employment period and capped at six (6) months. Contract renewals for the same role and responsibilities do not trigger a new probationary period. Any interruptions in the employment relationship during this period lead to its extension, with employees maintaining all their labor rights and protections throughout.

3. What are the mandatory details that employers are required to provide to employees regarding their employment, and what are the consequences if this information is not provided in a timely manner?

Employees must receive essential information about their employment, either in hardcopy or electronically with confirmation of receipt, depending on their access to electronic tools. This mandatory notice now includes additional details such as the location of employment (including options or employee choice), disclosure of both direct and indirect employers for temporary agency employment, probationary period duration, provided training, employment contract termination procedures, work schedules, schedule change policies, and overtime/overwork regulations. In cases of unpredictable schedules, the employer must inform the employee about guaranteed hours, compensation for extra hours, and the notice period for assigning additional hours. The notice must also cover information regarding employee transfers to foreign countries and minimum salary regulations. This notice should be provided within one week of employment commencement for specific information (employer details, workplace, position, contract start date, fixed-term duration, probationary period, salary, and benefits), with the remaining details conveyed within one month. Failure to provide or delay in providing this notice can lead to employee complaints to the Labor Inspection Authority. The essential terms of employment and the employment contract must be uploaded to the Ministry of Labor's electronic database (ERGANI II) before work commencement.

4. Under what circumstances are employees allowed to work for multiple employers, and what restrictions can employers place on this practice?

Employees are generally allowed to work for multiple employers within the boundaries of their agreed-upon working hours, with certain exceptions. Prohibitions on employees working for other employers outside their designated hours are not allowed unless justified by valid reasons such as health and safety concerns, protection of business confidentiality, prevention of employment with competing companies, or conflict of interest avoidance. Any contractual clauses or agreements that restrict employees from seeking work elsewhere

are considered null and void. Parallel employment is permitted, adhering to established regulations concerning working hours and rest periods for employees. Employers are prohibited from discriminating against employees engaged in parallel employment with other employers.

5. What protective measures are in place for employees with unpredictable work schedules, and what are the consequences for employers who fail to meet these conditions?

Employees facing unpredictable work schedules have certain protective measures. Firstly, employers must provide work during predetermined hours and days, communicated in advance in writing or electronically when employment begins. Secondly, employees must receive written notice of their assigned hours, preferably via email or text message, at least 24 hours before work begins, unless shorter notice is objectively justified. Failing to meet these conditions allows employees to decline the work without facing discrimination. If employers cancel work after notification, employees are entitled to compensation for the unassigned hours. Contracts made under these conditions must specify a minimum number of paid working hours, not less than one-fourth of the agreed total, or they are void. All protective provisions for employees regarding these contracts apply, and employers cannot unilaterally change full or part-time contracts to on-call contracts, as this negatively impacts employment conditions.

6. What is the process for employees to request changes to their employment contract, and how must employers respond to such requests?

After six months of employment and successful completion of the probationary period, an employee can request changes to their contract for more stable and predictable working conditions, provided it's feasible. The employer must respond in writing with a justification within one month (or two months for certain small businesses). Subsequent requests with the same justification may receive verbal responses from the employer.

7. How do labor laws stipulate the provision of training to employees for their assigned tasks, and how is this training typically conducted?

If employers are obligated to provide training to employees for their assigned tasks as required by labor laws, such training is provided at no cost to the employee, it is considered part of their working hours, and it's typically conducted within their regular work schedule, when feasible.

8. What safeguards are in place for employees who report labor law violations by their employers, and what penalties can employers face for such violations?

Employees who report their employer's violations of labor laws, such as failure to provide essential contract terms, are protected from discrimination or adverse treatment. Employers found guilty of such violations may face sanctions, including administrative fines of up to 50,000 EUR per violation.

9. Is there a specific termination policy for indefinite-term employment contracts during the first twelve months, and how is the probationary period factored into this period of employment?

An indefinite-term employment contract can be terminated without prior notice and without severance pay during the first twelve (12) months from the effective date, unless otherwise specified in the agreement between the parties. The probationary period is considered as part of the initial twelve-month period of employment.

10. Under what conditions can employees work on the sixth day of the week, and what are the regulations regarding their working hours and compensation for that day?

For businesses employing a five-day workweek system with rotating shifts of continuous operation, it may be permissible for employees to work on the sixth day of the week, provided that the employer registers this in the "ERGANI II" system before the employee begins work. However, for businesses with non-continuous operation, such work on the 6th day

is only allowed under exceptional circumstances. The work on the additional day should not exceed 8 hours, and neither overwork nor overtime is permitted. The daily wage for the sixth (6th) day is increased by 40%.

11. How do employers benefit from the integration of the digital work card system when it comes to recording changes in working hours?

Employers who have adopted the digital work card system are exempt from recording changes in working hours if these changes can be verified through the digital card.



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