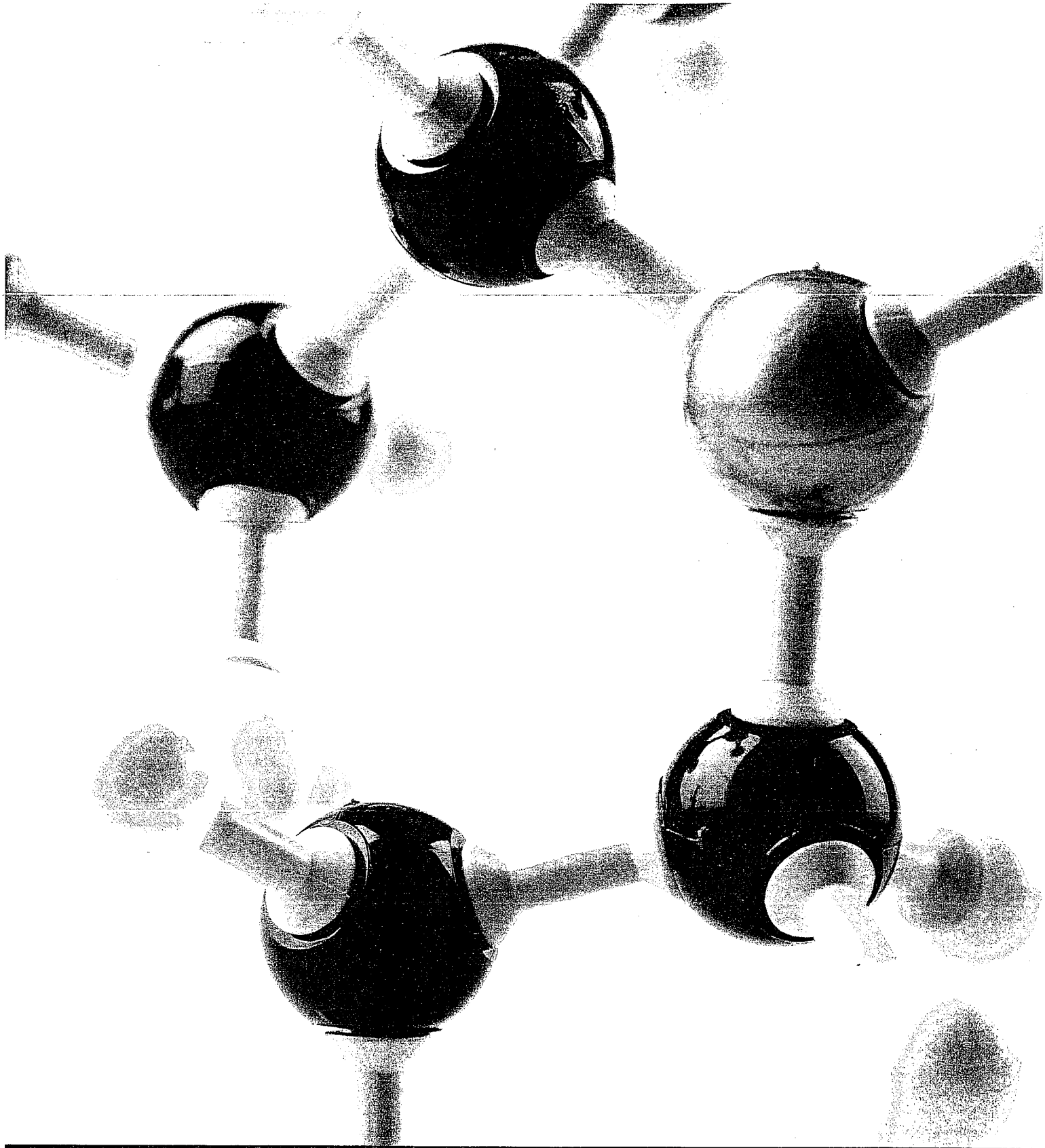

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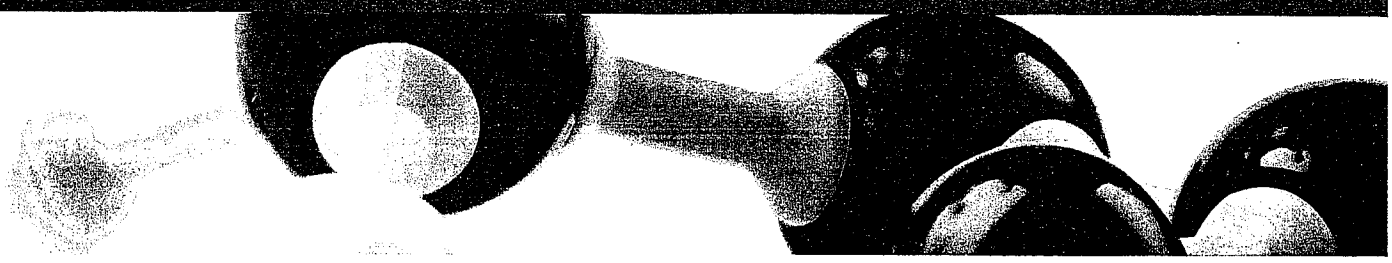
A Guide to Employment in the European Union



Greece

1. Introduction

The standards which apply to employment relationships and the terms and conditions under which an employee works are laid down within a framework of rules created by the Constitution, laws, collective agreements, internal regulations and custom.

In broad terms, labour law regulates matters such as pay, benefits, allowances and other working conditions. Collective agreements and other internal regulations provide regulation on other issues such as annual wage increases, cost of living adjustments, allowances and benefits increases, equal access to promotion opportunities and promotion at work etc.

There is a hierarchy of legal sources of law so that, in general, provisions from a lower source (e.g. a contract), should not conflict with those from a higher source (e.g. a legislative rule), except where the provisions of the lower source are more favourable to the employee. The Greek Code of Civil Procedure provides a special procedure in relation to employment disputes, whereby the Courts are obliged to attempt to reconcile both parties during the first hearing. In addition, the Code also gives trade unions and professional organisations the right to participate in pending litigation involving one of their members and the right to be party to litigation which concerns the interpretation and application of a collective agreement, with the aim of protecting the common interests of those whom they represent.

2. Categories of Employee

2.1 General

A distinction used to be drawn between blue-collar employees (carrying out manual work) and white-collar employees (carrying out office work) in relation to notice periods, redundancy pay, annual holidays, payment of salary etc. This distinction has now been eliminated with regard to most labour issues, except in relation to termination of employment (see below).

Generally, legal provisions protecting employees are equally applicable to the employment of senior executives and directors. However, certain provisions such as those relating to overtime, night work and holiday bonuses are not applicable to senior executives.

Employees may be engaged on a part-time basis. Full-time vacancies must first be offered to part-time employees. Salary and benefits are calculated pro rata to those for full-time employees, and a specific social security regime is applicable to part-time employees.

3. Hiring

3.1 Recruitment

All recruitment by private sector employers must be done through the State Employment Agency (OAED), except if they announce the relevant employment to OAED.

There are quotas for the employment of special categories of protected individuals (e.g. veterans of the Greek Resistance). Greek or foreign undertakings which operate in Greece with more than 50 employees must employ at least 8% of protected personnel, whether or not there is a vacancy.

3.2 Work Permits

The General Decentralised Directorate Secretary must issue an approval of employment where non-EEA nationals are employed. Application for approval of the employment of a non-EEA national, which is submitted to the competent authority of the Decentralised Directorate of the place of the employer's place of business, must be accompanied by certain documents and certificates. If the approval is granted, it is then forwarded to the Consulate of the foreign national's place of residence which then issues the visa for entry into Greece. The work and residence permit will be obtained from the competent Decentralised Directorate.

Less stringent provisions apply in relation to certain categories of senior employees, including management level employees, Board Members of multinationals, high-ranking executives of subsidiary companies and branch offices of foreign companies. Such employees are permitted to enter Greece after obtaining a special entry permit from the Greek Consulate in the applicant's country of residence. The application for such an entry permit must be accompanied by a number of specified documents. Upon arrival in Greece, the competent authority of the Ministry of Interior will issue a residence permit upon production of the entry visa, and the employment contract or other appropriate documentation, which will entitle the occupation of the foreigner.

4. Discrimination

The Greek Constitution, EU legislation, ratified international agreements and various other laws and decrees prohibit discrimination on grounds of sex, nationality, union membership, family status, political belief, religion, disability etc and provide for equal treatment of men and women.

5. Contracts of Employment

5.1 Freedom of Contract

Contracts of employment may neither derogate from the rules of public policy nor from the provisions of any relevant collective agreement, labour regulation or arbitration decision, except if the provisions of the contract are more favourable to the employee. In practice, the contract of employment creates a framework for the employment relationship, while its content is determined by overriding legislation and collective agreements.

5.2 Form

There are no particular legal requirements in relation to the form and the content of an employment contract. Contracts may be oral or written, except in respect of part-time employment where the contract must be evidenced in writing. Legislation does however impose restrictions on the successive use of fixed-term contracts.

By virtue of Presidential Decree 156/1994, which has implemented EU Directive 91/533/EEC, the employer is obliged to inform the employee of the substantial terms of the employment contract. The information in question must include at least the following:

(a) the identities of the contracting parties;

(b) the place of performance of work and the residence address of the employer;

(c) the post or specialisation of the employee, his rank, the category of his employment and the object of his work;

(d) the date of commencement of the employment contract or the work relationship and its duration, if concluded for a fixed-term;

(e) the duration of paid leave to which the employee is entitled, as well as the manner and time of its payment;

(f) the amount of compensation due and the time limits the employer and employee must comply with in case of termination of the contract or of the work relationship with notice;

(g) the wages of any kind to which the employee is entitled and the frequency of payment thereof;

(h) the duration of the normal daily and weekly employment of the employee; and

(i) reference to any applicable collective agreement which defines the minimum terms of remuneration and work of the employee.

An employer will satisfy his obligations if the written employment contract includes the information outlined above.

5.3 Trial Periods

Trial periods must not exceed the time needed by the employer to assess the capabilities of the employee concerned. Such trial periods are taken into account for the calculation of severance payments, retirement indemnities, holiday entitlement etc.

5.4 Confidentiality and Non-Competition

There is a general duty on employees to keep the employer's secrets confidential. Provisions that prevent employees from working for a competitor for a period after termination must be agreed *ad hoc,* either as clauses of the employment agreements or separately, as long as they are reasonable (in terms of term, geographical application and the scope of restrictions) and they do not harm the employment prospects of the individual concerned. Depending on the nature of the restriction imposed the employer must provide the employee with an indemnity in exchange for the restrictive undertaking. There is no standard rate of indemnity, it is estimated according to the nature of the restriction in question.

5.5 Intellectual Property

If an employee creates intellectual property in the course of his employment, the creator remains the initial beneficiary of the real and moral rights to such property. In the absence of an agreement to the contrary, those rights, deriving from the real rights, which are necessary for the fulfilment of the purpose of the contract are automatically transferred to the employer.

Inventions made by an employee belong to that employee except in two circumstances. Firstly, when an invention is the result of an employment contract, the object of which is research and development, it will belong exclusively to the employer. Secondly, when the invention is made during the term of a contract using equipment and information which belong to the employer, 40% of the invention will belong to the employer and 60% to the employee. The employer has priority in the use and exploitation of the invention, but is obliged to compensate the employee according to the value of the invention and the benefits accrued from its exploitation.

6. Pay and Benefits

6.1 Basic Pay

From 12 November 2012 the legal minimum salary is equal to €586.08 per month for employees over 25 years of age and €510.95 for employees under 25 years of age, whereas the legal minimum daily wage is equal to €26.18 for workers over 25 years of age and €22.83 for workers under 25 years of age.

Prior to these changes, the minimum salary and minimum daily wage were set for most employees by collective agreements negotiated annually by the competent trade unions. However, pursuant to the Medium-Term Fiscal Strategy Framework 2013-2016, and starting from 12 November 2012, the terms of the National Collective Agreement establishing the minimum salary and minimum daily wage are only in force for employees working for employers who belong to the contracting employer unions.

Employees are entitled to the following bonuses:

(a) Christmas bonus – one month's salary or 25 days' wages for employees paid on a daily basis;

(b) Easter bonus – half of a month's salary or 15 days' wages for employees paid on a daily basis; and

(c) Holiday bonus – half of a month's salary or 13 days' wages for employees paid on a daily basis.

The automatic salary increase system is no longer applicable. Minimum salary generally increases twice a year. As a consequence of the recession, minimum salaries and wages have not increased since 2010.

6.2 Pensions

Private pension schemes are uncommon, and those that do exist are provided by subsidiaries of multinational companies or by large employers such as banks. The basic rules governing private pension schemes have not yet been systematically dealt with and there is currently no specific legislative provision.

6.3 Incentive Schemes

Share participation schemes were introduced by law in 1987. Under these schemes, undertakings can distribute profits to their employees each year in the form of shares.

6.4 Fringe Benefits

Cars, enhanced health coverage, mobile phones, laptops, cars and housing facilities are benefits most commonly provided to senior executives.

6.5 Deductions

Employers are obliged to deduct income tax at source according to a scale provided by the tax authorities.

7. Social Security

7.1 Coverage

The majority of Greek employees are covered for basic social security benefits by the Social Insurance Institute (IKA), which covers industrial and commercial workers, and OGA which covers agricultural workers. Fairly generous cover is given in respect of retirement, survivors and disability benefits as well as health care and sickness benefits. The Manpower Employment Organisation (OAED) provides family allowances and unemployment benefits. In addition, there are a large number of compulsory schemes which provide additional benefits, normally for particular categories of employees within certain industries.

7.2 Contributions

Social security contributions are compulsory and payments are collected by IKA from both employers and employees. Contributions are calculated by reference to actual earnings.

Benefits	Employers' contributions %	Employees' contributions %	Total %
IKA benefits			
(a) Pension	13.33	6.67	
(b) Health Benefits	4.55	2.55	
IKA Team	3.00	3.00	
OAED benefits	3.68	1.93	
Other benefits	–	1.35	
Total	24.56	15.50	40.06

8. Hours of Work

The law lays down the maximum number of working hours: eight working hours per day and 40 working hours per week (although there are further limits on the working hours of employees after childbirth or during breastfeeding etc). These limits may be varied in certain industries by collective agreement.

In addition, working hours within a business may be re-arranged for a specific period of time into a "period of increased demand" and a "period of decreased demand" by an agreement between the employer and the employee union or representatives in the company, and on condition that certain requirements, procedures and thresholds provided by the law are met.

Legislation provides for special authorised additional work of up to five hours a week paid at a premium of 20% (over the hourly rate, i.e. the additional work rates will apply to the 41st, 42nd, 43rd, 44th, 45th working hours).

Greek employment law also provides for overtime work. With effect from 12 November 2012, working hours may be increased by up to two hours per day and 120 hours per year, provided the employer has notified overtime in the special book of modification of working hours and overtime work and a special list submitted electronically. Overtime is paid at a premium (over the hourly rate) of 40% for overtime worked up to 120 hours annually, and 60% for overtime worked in excess of 120 hours annually. Employees who work on a Sunday or a public holiday are entitled to an additional premium of 75% of their daily wage.

Despite the fact that unauthorised overtime is subject to severe penalties (a premium of 80% of the hourly rate), non observance of the law is widespread.

By Ministerial Decision, an employer may be granted with special overtime approval where such a request is made on the grounds of exceptional circumstances. In that case, overtime is paid at a premium of 60%.

Depending on their age and the nature of employment, young people are not allowed to work at night.

9. Holidays and Time Off

9.1 Holidays

Each employee, from the commencement of his employment until the completion of 12 months' service, is entitled to pro-rated annual paid holiday on the basis of 24 working days (in the case of a six day working week) or 20 working days (in the case of a five day working week). During the first calendar year the employee is entitled to a pro-rated holiday entitlement.

During the second calendar year the employee is entitled to annual paid holiday proportionate to the duration of his employment. For each subsequent calendar year, as from the 1 January, the employee is entitled to annual paid holiday which is calculated as set out above.

Annual holiday is increased by one working day for each year of service after the first year (up to 26 working days for a six day working week or 22 working days for a five day working week).

After 10 years' service with the same employer or 12 years' service with various employers, there is an entitlement to 25 days' paid holiday (in the case of a five day working week) and 30 days' paid holiday (in the case of a six day working week). After 25 years' service, there is an entitlement to 26 days' paid holiday (in the case of a five day working week) and 31 days' paid holiday (in the case of a six day working week).

Some collective agreements give paid holiday entitlement above the statutory minimum.

There are also five public holidays recognised each year (25 March, Easter Monday, 1 May, 15 August and Christmas). An optional public holiday for the private sector is 28 October while it is a compulsory one for the public sector. Many collective agreements increase the number of public holidays.

9.2 Family Leave

The 2000-2001 National General Collective Labour Agreement provides that female employees are entitled to 17 weeks' maternity leave, eight of which must be taken before the birth. The maternity allowance paid by IKA during the leave is 50% of a notional salary (which depends on the classification of the employee and is increased by the number of dependants, however it cannot be lower than two-thirds of the actual net wages of the employee). The employer is obliged to pay the difference between social security benefits and the employee's normal salary for half of one month or the whole of one month depending on the seniority of the employee, and for the remaining period the employee is paid the difference by OAED.

Fathers are entitled to two days' paid family leave upon the birth of a child.

Parents are entitled for 30 months after the end of maternity leave, either to commence or leave work one hour earlier, every day. In agreement with the employer, the parent is entitled to work reduced two hours for 12 months and one hour for additional 6 months or take paid leave in lieu of this right to reduced daily working hours.

Unpaid parental leave of at least four months may be claimed in certain circumstances by both parents after the end of the mother's maternity leave until the child reaches the age of six. Up to four days each year may also be taken on a day-by-day basis as paid parental leave to enable either parent to make arrangements for the child's education. The parents of disabled children are entitled to extra days' special leave each year.

Pursuant to art. 142 of Law 3655/2008, working mothers (who are insured in the national Insurance Body (I.K.A) are entitled to an additional maternity leave of six months. This leave begins after the expiry of Lochia leave (nine weeks after the childbirth) and depending on the case before or after the completion of the Breastfeeding and Childcare Leave (in the form of reduced working hours or as a continuous paid leave).

During this additional six month leave, the Employment Organization (O.A.E.D.) pays the maternity leaver the legally defined minimum salary.

This six month additional maternity leave is admeasured to the pensionable years for the employees who are insured at I.K.A. During this period both employer and employee insurance contributions are paid by O.A.E.D.

9.3 Illness

An illness allowance/sick pay is paid following the IKA doctor's order/diagnosis of the insured employee's incapacity for work, due to illness.

Directly insured members of IKA are entitled to an illness allowance subject to the following conditions:

(a) Ill-health incapacity renders them unable to work;

(b) They have worked for at least 120 working days, within the last year or within the last 15 months prior to the notification to IKA of the employee's incapacity (due to

illness). The illness allowance provided by IKA is paid in the event of the insured employee's incapacity for work and is paid from the fourth day of absence.

Subject to having 10 days' service, all employees absent from work on ill-health grounds are entitled to sick pay from their employer of half a month or one month's salary per annum, depending on seniority.

10. Health and Safety

10.1 Accidents

In most cases employees are covered by IKA in the event of accidents at work. Employers are personally liable with regard to employees who are not covered by IKA insurance or for compensation for moral harm. Whether the employee is covered by IKA or not, the employer is liable to compensate the aggrieved employee, in the event of an accident at work due to employer's fault.

10.2 Health and Safety Consultation

In undertakings with 50 or more employees, employees have the right to elect safety committees and/or representatives who are entitled to receive certain information and to be consulted.

In undertakings with 20 or more employees, employees have the right to elect representatives, for consultation on health and safety issues.

In undertakings with less than 20 employees, the employees are entitled to consult with each other and to elect their health and safety representative. The latter is elected for a two year-term.

11. Industrial Relations

11.1 Trade Unions

The 1975 Constitution guarantees trade union freedom. The constituent documents of a trade union must be signed by at least 20 people.

Labour Centres, which group together labour unions of a particular local district, supervise the enforcement of labour laws in that district and resolve organisational problems encountered by local unions. Federations represent industry on a sector by sector basis and sign collective agreements. Labour Centres and Federations are organised into national confederations. The most important confederation is the General Confederation of Greek Labour (GSEE). The GSEE negotiates the annual national collective wage agreement with the Federation of Greek Industries (SEB) which is the main employers' association.

11.2 Collective Agreements

The most representative trade union in a certain field/sector/profession/undertaking has the right to conclude collective agreements with the respective employers' representatives. The law defines five categories of collective agreements: national collective agreements, sectorial agreements, national and local vocational agreements and special (company) agreements. The first four are concluded by the appropriate trade unions and employers' associations and are applicable at different levels, while the latter is concluded by the employer and the employees represented by the Trade Union representing the employees of the employer and, in the absence of such representative union, by the Body/Union of employees established in accordance with the relevant legislation and in absence of both by the sectorial first level Trade Union.

The General National Employment Agreement (GNEA), sets the minimum standards, as far as terms and conditions of employment are concerned, for all employees within the Greek territory. However, minimum standards regarding pay set by the GNEA apply only for the workforce of employers who belong to the contracting employer unions. Sectoral Collective Agreements are binding in respect of the employees of certain categories of company (companies operating in the same sector or companies established in a city, a specific region or the whole country).

Company Collective Agreements are binding in respect of the employees of a certain company.

National Vocational Collective Agreements are applicable in respect of employees who practice the same profession across the country.

Local Vocational Collective Agreements are applicable in respect of employees who practice the same profession in a specific region.

Collective agreements are binding on the parties which have concluded them. There are provisions of the law pursuant to which the Ministry of Labour can also decide to extend their application to all employees or employers in an industry sector or a particular trade. The application of these provisions, however, has been suspended during the implementation of the Medium Term Fiscal Strategy. Collective agreements have precedence over private contracts, but may not contain provisions less favourable than those provided by law.

11.3 Trade Disputes

There is a right to strike under the Greek Constitution. In order to be lawful, industrial action must only be used as a means of protecting the interests of workers in relation to pay, insurance, union rights and working conditions. A decision to strike must be notified to the employer at least 24 hours before the strike by a recognised trade union, and an authorisation to strike must be provided by the relevant body within the union. If these rules are not observed, the strike is illegal and the employment contracts of the striking employees can be terminated.

In the event of disputes in relation to employment matters, including those relating to collective agreements, employers and trade unions can request the intervention of a "conciliator" from the Ministry of Labour or the Labour Office of the Prefecture. In the case of a collective dispute not being resolved through this Ministry official, parties can use the service of an official mediator who will hear the case and make the necessary inquiries. The parties can, by agreement, submit the dispute to arbitration at any stage of the negotiations. The abolition of the unilateral right of submission to arbitration has been declared as violating the Greek Constitution, as well as the amendment of the law that has provided for the right of submission to arbitration only with respect to the determination of the minimum basic salary and minimum daily wage. Both mediators and arbitrators must be independent in the exercise of their duty; some of them are appointed by the "Organisation of Mediation and Arbitration" for a period of three years.

11.4 Information, Consultation and Participation

Undertakings with 20 or more employees are entitled to set up a works council in cases where there is no trade union represented in the undertaking. Undertakings with 50 or more staff are entitled by law to set up a works council made up of employees only.

The law stipulates that the works council represents all the employees in an undertaking whether they are trade union members or not. However, the existence of a works council does not prejudice the role of trade unions, which have the right to press for better conditions than those agreed between the works council and the employer.

Works council members are elected for two-year terms and their number varies according to the size of the undertaking. The employer and the works council must meet in the first 10 days of every second month, or whenever one of the parties so requests. The works council is entitled to take decisions together with the employer on such matters as health and safety, annual leave, training, disciplinary procedures, and cultural and social activities at the work place. The employer is obliged to provide the works council with information on a wide range of issues.

Employee participation in the managerial decision-making process is currently being pioneered in both the private and public sectors.

12. Acquisitions and Mergers

12.1 General

Greek Presidential Degree (PD) 178/2002, implements the Acquired Rights Directive (Dir. 98/50/EC). There is a transfer of an undertaking for the purposes of the PD where there is a transfer of an economic entity which retains its identity, meaning an organised grouping of resources which has the objective of pursuing an economic activity, whether or not that activity is central or ancillary. A transfer of an undertaking leading to a change in the employing entity can occur in the case of a business transfer, consolidation, buy-out or take-over.

12.2 Information and Consultation Requirements

The PD requires the transferor and the transferee to provide information to the representatives of the employees in relation to the following issues:

(a) the actual or proposed transfer date;

(b) the reasons for the transfer;

(c) the legal, financial and social consequences that the employees will suffer, due to the transfer;

(d) the proposed measures for the employees (if any).

The PD also requires the transferor and the transferee to consult with the employees' representatives in the event they propose to change the employees' terms and conditions of employment.

The PD requires the transferor to communicate on the above issues with the employees' representatives before the business transfer takes place. However the transferee is only obliged to communicate the above information in a timely fashion and in any event before transferred employees' terms and conditions are affected by the transfer.

If measures are envisaged by transferor or transferee that will affect the status of the employees they must consult with the representatives of the employees in good time, in order to achieve an agreement, however agreement does not have to be reached. The results of the consultation are embodied in minutes.

The employee representatives will be the works council, or in the case of a workforce of less than 50, the tripartite committee provided for by the relevant regulations. In the absence of either of these the individual employees must be provided with the information outlined above.

12.3 Notification of Authorities

There is no specific obligation on either transferee or transferor to notify the authorities of any business transfer.

12.4 Liabilities

Failure to comply with the information and consultation obligation in respect of employee representatives or employees can give rise to a fine. This can be imposed on both transferor and transferee.

In addition, the Court can grant an injunction until the

information/consultation obligations are complied with, suspending the transaction provisionally.

There are no ad hoc criminal sanctions for failing to comply with the information and consultation obligations.

13. Termination

13.1 Individual Termination

The right to work is protected under the Greek Constitution and any provision that limits that right is narrowly interpreted by the Courts. This is relevant, for instance, to fixed-term contracts which provide lower protection than contracts for an indefinite term. If an employer terminates a fixed-term contract prematurely, in the absence of a serious reason for termination, he or she is obliged to pay the employee's full salary until the agreed term of the contract has elapsed.

13.2 Notice

The law provides different rules for terminating the contracts of blue-collar and white-collar employees. Dismissals of both types of employees with contracts for an indefinite term must be notified in writing and handed to the employee in person, whether the contract is terminated with or without notice.

Following recent legislative amendment, the minimum notice periods for white-collar employees are:

Length of service	Notice Period
1 to 2 years	1 month
2 to 5 years	2 months
5 to 10 years	3 months
10 years +	4 months

If an employer terminates a white-collar employee with prior notice, it is obliged to pay the following severance pay.

Length	Severance Pay without prior notice
1 to 4 years	1 month's salary
4 to 6 years	1 ½ months' salary
6 to 8 years	2 months' salary
8 to 10 years	2 ½ months' salary
10 years	3 months' salary
11 years	3 ½ months' salary
12 years	4 months' salary
13 years	4 ½ months' salary
14 years	5 months' salary
15 years	5 ½ months' salary
16 years	6 months' salary

If an employer terminates a white-collar employee without prior notice, it is obliged to pay the following severance pay.

Length	Severance Pay without prior notice
1 to 4 years	2 months' salary
4 to 6 years	3 months' salary
6 to 8 years	4 months' salary
8 to 10 years	5 months' salary
10 years	6 months' salary
11 years	7 months' salary
12 years	8 months' salary
13 years	9 months' salary
14 years	10 months' salary
15 years	11 months' salary
16 years	12 months' salary

Salary is based on the regular earnings of the last month of employment increased by 1/6 (pro rata Christmas, Easter bonus and holiday allowance).

Pursuant to the recent changes, employees whose length of service exceeded 17 years on 12 November 2012 are entitled to an additional severance amount. This additional severance pay is calculated according to the number of years of service as at 12 November 2012 (see below). However, this amount will remain the same regardless of when the termination of contract takes place after 12 November 2012.

Termination with notice:

Length of service with the same employer on 12/11/2012	Additional severance pay (salary is not calculated for the amount exceeding €2,000 euro)
17 years	+ 1/2 month's salary
18 years	+1 month's salary
19 years	+ 1 ½ months' salary
20 years	+ 2 months' salary
21 years	+ 2 1/2 months' salary
22 years	+ 3 months' salary
23 years	+ 3 1/2 months' salary
24 years	+ 4 months' salary
25 years	+ 4 1/2 months' salary
26 years	+ 5 months' salary
27 years	+ 5 1/12 months' salary
28 years	+ 6 months' salary

Termination without notice:

Length of service with the same employer on 12/11/2012	Additional severance pay (salary is not calculated for the amount exceeding €2,000 euro)
17 years	+ 1 month's salary
18 years	+2 months' salary
19 years	+ 3 months' salary
20 years	+ 4 months' salary
21 years	+ 5 months' salary
22 years	+ 6 months' salary
23 years	+ 7 months' salary
24 years	+ 8 months' salary
25 years	+ 9 months' salary
26 years	+ 10 months' salary
27 years	+ 11 months" salary
28 years	+ 12 months' salary

For blue-collar workers, the situation is more straightforward. Whether adequate written notice is given or not, the blue-collar worker is always entitled to a severance payment as set out below:

Length of service	Severance pay
Less than two months	0
2 months to 1 year	5 days' wages
1 to 2 years	7 days' wages
2 to 5 years	15 days' wages
Less than two months	0
5 to 10 years	30 days' wages
10 to 15 years	60 days' wages
15 to 20 years	100 days' wages
20 to 25 years	120 days' wages
25 to 30 years	145 days' wages
30 years +	165 days' wages

In theory, an employee is obliged to give advance notice to the employer in the case of resignation. The notice period or payment in lieu to be given by white-collar employees is equal to one half of that imposed on employers in cases of dismissal with a maximum of three months. The notice period to be served by blue-collar workers is equal to the number of days for which they would have been compensated for had the employer terminated the contract. Payment in lieu of notice on the part of the employee amounts to half the wage that would have been paid during the notice period. In practice, this law is not usually enforced and the employee is allowed to leave freely without giving notice or paying in lieu.

13.3 Reasons for Dismissals

A dismissal may be challenged in Court because of a lack of legal grounds, discrimination or failure to observe the proper procedures (for example the non-payment of severance pay). If the dismissal is declared void, the Court may also order the employer to compensate the employee for the entire period since the dismissal.

Provided the termination is notified in writing and subject to the principle of good faith, employers are, in general, not obliged to give the reasons for dismissal (a principle applying to employment agreements of indefinite term). The dismissal will be considered as "abusive" and, consequently, void if the employer has acted in bad faith or with malicious intent. Lawful reasons include those related to the employee himself (inability, inefficiency, breach of contract, lack of trust etc) or reasons related to the interests of the company (economic, financial or technical). In cases of dismissals on financial or technical grounds, Courts may examine whether the changes are needed in the real interests of the company or whether the employee could be kept on part-time or given alternative employment with the company.

Employers are also required to pay an indemnity:

(a) to employees who voluntarily with the consent of the employer terminate their contracts after at least 15 years' service; or if they have reached the retirement age set by the relevant insurance fund or if no retirement age is set, the age of 65. The amount of compensation is equivalent to 50% of severance pay;

(b) to white-collar employees who terminate the employment having satisfied the pre-requisites for receiving a complete pension;

(c) to blue-collar employees who voluntarily terminate their contracts, having met the prerequisites for receiving a complete pension. The amount of compensation is equivalent to 50% of severance pay or 40% of severance pay for employees who are insured by an auxiliary pension scheme.

For the employees who leave employment or are dismissed, having satisfied the pre-requisites for receiving a full pension, the Ministry of Labour has clarified: For the calculation of the indemnity the salary of the last month of employment is taken into account and the length of service that is taken into account for the calculation of the indemnity is the service with the relevant employer on the 12 November 2012.

13.4 Special Protection

Several categories of employees are given special protection against dismissal. Trade union representatives, for instance, cannot be dismissed during their time in office and for a certain period afterwards, unless there are specific reasons which are not linked with their union duties. Pregnant women/women in lochia/breastfeeding, employees who serve their military service or those who have distinguished themselves in time of war, employees who are on leave, under

age employees/workers and union members all enjoy various levels of protection against termination on the grounds of their status.

13.5 Closures and Collective Dismissals

In the event of the closure of a workplace, the employer must terminate the contracts lawfully and comply with the rules regarding the termination of employment.

Collective dismissals are defined by law as dismissals which affect more than a certain percentage of employees in any undertaking with more than 20 employees. Before dismissing, employers must inform employee representatives in writing of the intention to dismiss part of the workforce and consult with these representatives. Relevant information must be sent to various authorities, such as the Head of the Employment Office and the Head of the Prefecture or Minister of Labour and the Employment Office depending on the case. If no agreement is reached between the parties, the Head of the Prefecture or the Minister of Labour can extend the consultation period for another 20 days or even refuse to approve the application to allow the proposed dismissals.

Recent legislation establishes a monthly dismissal limit, dismissals in excess of which give rise to a collective dismissal situation, as follows:

(a) for businesses with 20 up to 150 employees, the limit is six dismissals per month; and

(b) for businesses with more than 150 employees, the limit is 5% of the employed personnel and up to 30 dismissals per month.

14. Data Protection

14.1 Employment Records

Collection, storage, use and any kind of processing of personal data held by employers about their employees and workers (prospective, current and past) are regulated by Law No 2472/1997 as amended (the HDPA Law), which implements the EU Data Protection Directive 95/46/EC. Infringement of data protection law can lead to fines, administrative and penal, civil compensation claims from affected employees or regulatory action.

Collection and processing of employees' personal data is allowed exclusively for purposes directly related to the employment relationship and on condition that such acts are necessary for fulfilling the legal and contractual obligations of both parties.

Essentially employers, as data controllers, are under an obligation to ensure that they process personal data about their employees (whether held on manual or computer files) in accordance with specified principles including the following: a requirement to ensure that data is accurate, up to date, not excessive in relation to the purposes for which it is processed, not kept longer than is necessary and a requirement that it is stored securely to avoid unlawful access, accidental destruction or damage to it.

Employers are generally advised to ensure they have some sort of document retention and security policy in place and to ensure that the personnel are aware of their data protection obligations and consents to their personal data processing.

14.2 Employee Access to data

Employees, as data subjects, have the following rights in relation to the processing of their personal data:

(a) The right to be informed of the controller's identity, the purpose of the processing, the data recipients and of the employee's right to access.

(b) The right to access, i.e. the right of the employee to know the exact content of his/her personal file and which of his/her personal data are subject to processing.

(c) The right to object in case the processing is unlawful or contravenes the contractual agreement.

(d) The right to seek provisional judicial protection in the case of an automated processing of his personal data with the purpose of evaluating his personality, his effectiveness at work and his general conduct.

14.3 Monitoring

The monitoring of an employee's e-mail, Internet and telephone or the installation of a CCTV system is regulated by 115/2001 Directive issued by the Hellenic Data Protection Authority (HDPA) under the framework of the HDPA Law 2472/1997. Monitoring is permissible provided that it is carried out in accordance with the principles and processing conditions provided by the HDPA Law (and where appropriate in accordance with any other applicable legislation). Any adverse impact of monitoring on employees must be justified by its benefit to the employer and/or others. Express employee consent to monitoring is not usually required, however, employees should be notified

that they are being monitored, the purpose of the monitoring and who has access to the monitored data, unless covert monitoring is justified. Where disciplinary action is a possible consequence of anything discovered, this too should be made clear to employees.

Whistleblowing schemes may be set up only when absolutely necessary for the purposes of a legitimate interest pursued by the employer. Such an interest must evidently prevail over the rights and interests of the person whom the data refer to. Whistleblowing schemes may only be established after the HDPA has been notified in writing. The scope of reporting permitted is limited to the fields of accounting, internal accounting controls, auditing matters, the fight against bribery, banking and financial crime. For the fair collecting of personal data, only identified reports must be communicated.

14.4 Transmission of Data to Third Parties

An employer who wishes to transfer employee data to third parties must do so in accordance with the principles and processing conditions provided by the HDPA Law. Where the third party is based outside the EEA it should be noted that the HDPA Law prohibits the transfer of data to a country outside the EEA unless that country ensures an adequate level of protection for personal data or one of a series of limited exceptions apply (Safe Harbor Certificate, EU Standard Contractual Clauses etc). In any event, the employee's express consent is required before his personal data is provided to third parties.

The transfer of personal data within the EU is permissible. In certain circumstances, personal data can be transferred to third countries (non EU-member states) upon the HDPA's permission.

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