GREECE

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Written notice to employee, plus additional notification to OAED local office (public employment service).Previous warning in case of dismissal for poor performance may be advisable(L.2112/1920 as amended by L.3198/1955 and L.4093/2012 sub, par. IA, 12). As of a certain number of dismissals (see Item 18): see Item 19
2: Delay involved before notice can start	Letter sent by mail or handed directly to the employee. Previous warning in case of dismissal for poor performance may be advisable. In the case of termination of a private sector employee's open-ended employment contract, having lasted more than twelve (12) months, the notice period comes into effect from the day following its notification to the employee. (Law 2112/1920 Law 3198/1955 & L4093/2012 Subpar. IA .12) Calculation (for EPL indicators): average of personal and economic reasons. Advisable previous warning (conventionally evaluated at 6 days) counting for half weight (3 days) in the case of personal reasons. As of a certain number of dismissals (see Item 18): 20 days (see Item 20)
3: Length of notice period at different tenure durations (a)	Blue-collar: None. White-collar: The employer can choose whether to provide advance notice for termination of employment or not. If the employer does not make prior notification, severance pay is higher (see below). If notice periods are respected, notice period must be (according to the Law, Article 1 (amended) of Law 2112/1920): 0<1y, 1m<2y, 2m<5y, 3m<10y, 4m≥20y. Calculation (for EPL indicators): average of blue and white collar notice periods, assuming that prior notification is given for white collars as this is less costly for the employer in most situations: 9 months tenure: 0, 4 years tenure: 1 month, 20 years tenure: 2 months.
4: Severance pay at different tenure durations (a)	Blue-collar: 0<1y, 7d<2y, 15d<5y, 30d<10y, 60d<15y, 100d<20y, 120d<25y, 145d<30y, 165d≥30. White collar: Half of the severance pay is waived if notice period is respected; otherwise, severance pay according to the following schedule: 0<1y, 2m<4y, 3m<6y, 4m<8y, 5m<10y, plus 1m per additional year of service, up to 12m for tenure duration of 16y and more. For the calculation, monthly wages capped at 8 times the daily wage of unskilled workers multiplied by 30. More generous severance pay for those who had at least 17 years of job tenure on 12-11-2012. (Articles 1 and 3 (amended) of Law 2112/1920) Calculations (for EPL indicators): Blue collar: 9 months tenure: 0 days, 4 years tenure: 15 days, 20 years tenure: 4 months. White-collar: 9 months tenure: 0 days, 4 years tenure: 1.5 months, 20 years tenure: 6 months. (Calculated assuming that notice is given). Value calculated as average of blue and white-collars
5: Definition of unfair dismissal (b)	The termination of an employment contracts according to Greek law is a unilateral, non-causative legal act, except for those cases stipulated otherwise by law (e.g. dismissal of employee representatives, recent mothers, or for reasons of pregnancy or discrimination), according to Law 2112/1920, Law 3198/1955 and Civil Code article 669/para2. The definition of fair or unfair (abusive) dismissal is based on case law. Generally, dismissals for non-performance of business needs are considered fair. However, a dismissal can be qualified as unfair and thus void following article 281 of Civil Code, which prevents the exercise of a right where it manifestly exceeds the bounds of good faith, morality or the social or economic purpose of that right (for example, contract termination by the employer on grounds of empathy, hatred or enmity or a revenge). According to case law, a dismissal which is not justified by the well-meant interests of the employer (i.e. reasons attributable to the dismissed employee such as incompetence, or economic reasons) is void. As of a certain number of dismissals (see Item 18): Implementing a social plan would reduce the risk that the redundancies be considered abusive by the court. The dismissals of employees aged 55-64, cannot exceed 10% of the overall dismissals (art. 17 par.1, 2 L.472/2017).

6: Length of trial period (c)	Law 3899/2010 (art.17, para5) establishes the probationary period to be 12 months unless the Parties decide differently. However, as regards unfair dismissals based on the abuse of the employer's termination right, workers on probationary have essentially the same rights as regular workers with more than 1 year of tenure (L.3899/2010 Art.17 par.5).
7: Compensation following unfair dismissal (d)	Compensation through regular severance pay, plus a sum equal to earnings between the dismissal and the legal settlement of the case. According to case law, any dismissal not justified by the employer's legitimate business interests is deemed to constitute unfair dismissal and is rendered null and void. The consequence of nullity in cases of unfair dismissal is that the contract of employment is deemed to have continued to exist without interruption (hence, in a strict sense, no legal order of reinstatement is necessary) and the employer is obliged to pay the employee the remuneration due for the whole of the intervening period since the date of the nullified termination (Art 281 Civil Code). In the case the court rules that termination is null and void, the employer is liable to pay the employee compensation. No data is available for regular compensation in such cases and for 20 years of service (tenure).
8: Reinstatement option for the employee following unfair dismissal (b)	Frequent reinstatement orders, accompanied by indemnity for the period of time between notice of termination and court ruling. No reinstatement if severance pay has been requested.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	Three months (L.3198/1955 Article 6, par 1.).
10: Valid cases for use of standard fixed term contracts	No specific reason is required to be mentioned for the validity of a fixed-term contract. Fixed-term contracts are regulated by the Civil Code (art 669-671 and the PD 81/2003, implementing the Directive 99/70 EU, as amended by PD180/2004 and art 41 L.3986/2011). In any case, in cases that an employee with a fixed-term contract or its renewals covers fixed or permanent needs of an enterprise, then a contract for an indefinite period is presumed (Law 2112/1920). Calculation (for EPL indicators): A value of 1 is attributed because specific time-limited situations (e.g. launching a new firm) can be easily qualified as non-permanent needs of an enterprise.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	In the case that the total duration of successive employment contracts or relationships exceeds three years or the number of successive contracts or employment relationships within the same time span is bigger than three, then it is presumed that the employee is covering fixed, permanent needs of the enterprise, thus resulting in the conversion of such contracts into a contract or relationships of indefinite duration According to Law 3986/2011 (article 41), unlimited renewals of fixed-term contracts is permitted (without restrictions) if justified by an objective reason. In any case, the reasons justifying the renewal of the contract or employment relationship of a specified duration should be reported in the parties' agreement, to be concluded in writing, or arising directly from this.
12: Maximum cumulated duration of successive standard FTCs	Parties are free to stipulate the duration of the employment contract, provided however that there is an upper limit of 3 years total duration or up to three renewals within a 3-year period (Law 3986/2011-article 41). If no objective reason is given and provided that the duration of successive fixed-term contracts or employment relationships exceeds a total of three years, then it is presumed that these contracts are aimed at covering fixed and constant needs of the enterprise, resulting in the conversion of such contracts into an employment contract or relationships of indefinite term/ duration.
13: Types of work for which temporary work agency (TWA) employment is legal	TWA employment is generally allowed to cover temporary, seasonal or extra needs for employment in the user firm (indirect employer). Prohibition is provided a) when TWA employment substitutes employees on strike, b) when the indirect employer during the last 6 months has dismissed employees of the same occupational category for economic reasons or in the course of group dismissals, c) when the business of the indirect employer is in a state of clearance, d) when the employment by its nature exposes the employees to health and safety risks, e) when the employee is subject to the special provisions concerning the insurance of building workers (Art. 116-133 L.4052/2012, as amended by L.4093/2012 and by par. 1 sub,par IA – subparagraph IA 4 of Law 4254/201)
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No restriction in the number of renewals of assignments with the indirect employer (user firm).
15: Maximum cumulated duration of TWA assignments (f)	Law 4052/2012, article 117 provides that the duration of the placement of an employee with an indirect employer, which includes any renewals made in writing, shall not be greater than thirty-six (36) months.

16: Does the set-up of a TWA require authorisation or reporting obligations?	From 2/07/2011 and onwards, with the national law 3919/2011 regarding "the principle of freedom in practicing professions and the abolishment of unjustified constraints in accessing and practicing a profession" the administrative license that was issued for the operation of a TWA is abolished. In particular, the legislation regarding the Temporary Working Agencies was amended, in order to comply with the latter law, through Law 4052/2012 (1.3.2012) (articles 122-133). Nowadays, the service providers that wish to operate a Temporary Working Agency should notify the Directorate of Employment of Ministry of Labour and Social Security the "announcement of practicing the Temporary Working Agency's activity". Nonetheless, the applicant should prove that it fulfils the specific preconditions and rules of functioning. If the applicant does not meet the necessary criteria, the competent authority can ban the operation of the Temporary Working Agency within a three months period. Thus, under the spectrum of the new law, the administrative procedure of issuing the necessary license is abolished, even though the specific preconditions and rules of functioning are maintained in order to safeguard the public order, public security and the protection of service recipients. The TWA is still obliged to submit a report of activity (including in general elements of the contracted TWA work contracts) to the Ministry of Labour, Social Security and Welfare every six months. A copy of the report should also be submitted to the National Institute of Labour and Human Resources.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Law 3846/2010 amended Art.22 of Law 2956/2001 and included clear regulations for non-discrimination in employment terms, including payment, for the TWA employees working in the firm of the indirect employer.
18: Definition of collective dismissal (b)	Within a month, at least 7 employees in firms of 20-150 employees (at the beginning of the month) or 5% of the personnel and at least 31 employees in firms with more than 150 employees (at the beginning of the month) In any of the above cases, the dismissals of employees aged 55-64, cannot exceed 10% of the overall dismissals. (L.1387/1983 art 1, 3,4 & 5 as amended by art 21 L3488/2006 art 74 L.3863/2010 art.17 L.4472/2017)
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Notification of reasons to employee representatives. Notification of public authorities: Notification to Prefect and Labour Inspection. If the enterprise has branches in different regions a notification is requested to the Ministry of Labor, Social Security and Welfare instead of the Prefect (L.1387/1983 art 3 as amended by art.17 L.4472/2017). Negotiation with employee representatives on dismissal procedures.
20: Additional delays involved in cases of collective dismissal (h)	If social partners agree the procedure ends and notice can be given after 10 days. If no agreement is reached, the Ministry can extend time for negotiation by another 20 days after request or can set its own terms. Calculation (for EPL indicators): 20 days on average minus delays reported in Item 2
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Negotiation with employee representatives on dismissal procedures. There is no legal requirement for a social plan, but implementing it would reduce the risk that the redundancies be considered abusive by the court. Selection criteria: The dismissals of employees aged 55-64, cannot exceed 10% of the overall dismissals. Severance pay: No special regulations for collective dismissal.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No (Tsimpoukis, C. (2018). Some brief notes on Decision no 3220/2017 of Piraeus' Single-Member Court of First Instance. Lex Social: Revista de Derechos Sociales, 8(2), 18-25.)
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No As of a certain number of dismissals (see Item 18): There is an approval by the administration, but the collective dismissal can take place in its absence (Article 5 Law 1387/1983, as amended by art. 17 par.3 L.4472/2017)
24: Pre-termination resolution mechanisms granting unemployment benefits	In case of resignation or termination by mutual consent, the unemployed person is not entitled to unemployment benefit.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:
a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.

c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators Versions 1 to 3 (cf. Item 1).
h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.