

ΚΥΠΡΙΑΚΗ



ΔΗΜΟΚΡΑΤΙΑ

**ΥΠΟΥΡΓΕΙΟ ΕΣΩΤΕΡΙΚΩΝ
ΤΜΗΜΑ ΑΡΧΕΙΟΥ ΠΛΗΘΥΣΜΟΥ ΚΑΙ
ΜΕΤΑΝΑΣΤΕΥΣΗΣ**

ΣΥΜΒΑΣΗ ΑΠΑΣΧΟΛΗΣΗΣ

**MINISTRY OF INTERIOR
CIVIL REGISTRATION AND
MIGRATION DEPARTMENT**

CONTRACT OF EMPLOYMENT

CONTRACT OF EMPLOYMENT

Agreement made on the between
Name
Address
Telephone
Employer's Registration Number (Social Insurance)
(hereinafter called "THE EMPLOYER") on the one part

and

Name
Nationality Sex
(hereinafter called "THE EMPLOYEE") on the other part, covering the following:

1. (a) The Employer shall employ the Employee and the Employee shall work exclusively for the Employer to the post/occupation at his residence. The present agreement covers the period of months from the day the Employee begins work according to this contract.
- (b) The Employer shall deposit with the Civil Registry and Migration Department a bank Guarantee of € as security for travel expenses of possible repatriation of the Employee. In case the Employer is a Diplomat, he shall provide a letter to the Civil Registry and Migration Department acknowledging acceptance of financial responsibility to repatriate the Employee (not applicable if the employee is a EU citizen or citizen of an acceding country).
- (c) The Employee's entry residence and employment shall be subject to the provisions of the Aliens and Immigration Laws and its relevant Regulations.

- (d) The Employee shall undergo a medical test, at the time of his/her arrival in order to provide a certificate that he/she is free from contagious diseases. Medical expenses shall be paid by the Employer.

2. The Employee

- (a) Shall not be allowed to change Employer and place of employment during the validity of this contract and his Temporary Residence/Work Permit.
- (b) Shall work 6 days per week, for 7 hours per day, either during the day or the night and shall perform his duties or any other duties relevant to his employment according to the requirements of the Employer, and shall obey all orders and instructions given by the Employer or his authorized representatives and shall cooperate with the rest of the Employer's staff and contribute to the utmost of his abilities in promoting the interest of the Employer, protect his property from loss, damage etc. and without delay inform the Employer or his responsible representative of any such loss, theft, etc. that may come to his attention.
- (c) Shall obey and comply with all orders and instructions of the Employer and faithfully observe the rules, regulations and arrangements for the time being in force for the protection of the Employer's property and in general the good execution of the work.
- (d) Shall produce work of the highest standards and in no way inferior in quality and quantity to the work produced by skilled or unskilled workers of the same specialization/occupation in Cyprus.

- (e) During his employment, shall not, in any way (except so far as may be proper in the ordinary course of his duties) divulge or make known any information relating to his employer or his business or any of his customers or any other information which may come to his knowledge.
- (f) Shall not at any time be guilty of any act or conduct which may cause damage, according to the judgment of the Employer, to his property/interest or reputation, and shall in all respects and all times conduct himself with propriety and decorum, and in particular shall obey and comply with all the law, rules and regulations for the time being in force in Cyprus.
- (g) Shall not be entitled in any way and for any reason to any increase of his fixed salary, unless it is provided under this contract or it considered appropriate by the Employer.
- (h) Shall not engage, contribute or in anyway, directly or indirectly take part in any political action or activity during the course of his stay in Cyprus, and shall observe faithfully the laws governing the conduct and behaviour of aliens.

3. Emoluments and Fringe Benefits

The Employer shall pay the following emoluments and fringe benefits to the Employee during the course of the above employment.

- (a) The amount of €.....- per month, for 42 hours work per week.
- (b) The Employee shall be entitled to 24 working days annual leave with full pay. Also the Employee shall be entitled to the following 9 official holidays with full pay: 1st January, 6th January, Easter Saturday, Easter

Monday, 1st May, 15th August, 1st October,
25th December and 26th December.

P.S. The transfer of money outside Cyprus is subject to the provisions of the Exchange Control Law, Cap. 199, and to any additional conditions which may be required by the Central Bank of Cyprus.

4. The Employer

- (a) Shall provide to the Employee suitable accommodation and food free of charge, or pay an equivalent amount for these expenses in addition to the salary fixed in paragraph 3(a) above.

- (b) Shall provide Industrial Accidents and Health Insurance, for hospital (min coverage € 8,543 per year) and non-hospital treatment, respectively. The cost of the Insurance shall be equally divided between the Employer and the Employee (50% the Employer and 50% the Employee).

- (c) Shall open a current bank account denominated in Cyprus pounds. This account must be credited with net salary of the Employee at the end of each month. Copy of the said account should be submitted to the Civil Registry and Migration Department and/or the Immigration Service of the Cyprus Police and to the Ministry of Labour & Social Insurance, whenever is required.

- (d) Shall not deduct from the Employee's salary directly or indirectly.
 - a. any part of the fees paid/to be paid to the Government of the Republic of Cyprus for the issue of the Employment Permit,
 - b. any part of the Employee's travelling expenses to and from Cyprus.
 - c. any part of fees paid to an Employment Agency.

- (e) Shall be obliged to contribute regularly to the Social Insurance Scheme the sum, for the benefit of the Employee, in compliance with the provisions of the relevant Social Insurance Legislation. The Employer undertakes to make the necessary arrangements with the District Labour Office (Ministry of Labour and Social Insurance) at the address of residence of the Employee.

- (f) Shall pay all contributions which are provided by the Cyprus Laws.

- (g) Shall provide sick leave for days according to the Cyprus Legislation.

- (h) Shall have the right to terminate the services of the Employee and shall make arrangements for his repatriation in case where the Employee is absent from work due to illness, not attributed to accident coverable under the Industrial Accidents Act, for more than one month. In such a case the Employer shall have no other commitment or responsibility towards the Employee.

5. General Terms

- (a) Any dispute in respect of this contract shall be governed by the Law/Regulations applicable and in force. The decision of the arbitration shall be binding on both parties. During arbitration a member of the Embassy/Consulate in Cyprus may be present. In case of disciplinary proceedings, the Employee will be given an opportunity to explain his case.
- (b) If the Employee at any time disobeys or neglects or refuses to carry out or comply with all lawful instructions given to him by the Employer or his representatives on the basis of this contract, or if he is found guilty of consumption of alcoholic drinks, or gambling, or unjustified absence from his work, or if he violates the Laws of the Cyprus Republic, the Employer may immediately dismiss him from his work by giving him written notice, and he shall be repatriated.
- (c) Breach of any of the clause of this contract will automatically cause the termination of this contract as well as the validity of the Employment and Residence Permit.
- (d) Each party may cancel this contract under the terms and Conditions provided by the Termination of Employment Law, 1967, giving at least one month's notice to the other party. In such case the Employer shall pay to the Employee all arrears of salary and the Employee shall accept the same in full discharge of all claims whatsoever. If any of the parties to the present contract violates any of its terms and conditions, the other party has the right to claim damages.

- (e) This contract shall be null and void if the Director of the Civil Registry and Migration Department refuses to grant a Temporary Residence (Employment) Permit to the Employee as provided by the Aliens and Immigration Legislation applicable in Cyprus.

- (f) The conditions included in such Permit shall form part of this Contract and shall be binding on both parties.

In witness thereof the parties here have set their signature in the presence of witnesses, on the date first above mentioned.

Witnesses

1.

2.

The Parties

1.
The Employer

2.
The Employee