

CONTRACT OF EMPLOYMENT
FOR DOMESTIC WORKERS

CONTRACT OF EMPLOYMENT

This Agreement done on..... between:

Name:..... Surname:.....

Identity Card Number:

Address:1.
(Employer's primary residence address)

2.
(Employer's secondary residence address)

Telephone Number Mobile Phone Number.....

Employer's Registration Number (Social Insurance):

hereinafter in this Agreement referred to as "the Employer", on the one part

and

Name:..... Surname:.....

Nationality:..... Gender.....

Passport Number:..... Address Abroad:.....

hereinafter in this Agreement referred to as "the Employee", on the other part, includes the following:

1. Post/ Occupation, duration of this agreement and terms of employment:

A. Position

The Employer shall employ the Employee as a domestic worker and the Employee accepts and agrees to such employment, in accordance with the terms and conditions set forth in this Agreement. Housework means every housework performed in the Employer's primary residence and/or any secondary residence.

B. Duration of this Agreement

This Agreement shall be in effect for..... (months/years) from (date) to.....(date), subject to prior termination under the terms and conditions provided by this Agreement.

C. Terms of Employment

- (a) The Employee's entry, residence and employment shall be subject to the provisions of the Aliens and Immigration Law and the relevant Regulations, as they may be amended from time to time.
- (b) The Employer is obliged together with the application for the issuing or residence and employment permit for the Employee, to submit a Declaration to cover the cost of return of a third country

national in case of repatriation.

- (c) The Employee shall, upon arrival to Cyprus, and before he/she is granted a Residence and Employment Permit, undergo medical examinations to verify that he/she is free of contagious diseases. The costs shall be paid by the Employer.
- (d) This Agreement shall be terminated in the event that the Director of the of Civil Registry and Migration Department declines to grant a Residence/Work Permit to the Employee, in accordance to the Aliens and Immigration Law.
- (e) The terms contained in the Residence/Work Permit shall form part of this Agreement and shall be binding on both contracting parties.
- (f) Export of currency shall be subject to the provisions of the Exchange Control Law, Cap. 199, including any additional conditions which may be imposed by the Central Bank of Cyprus.
- (g) Any dispute arising in connection to this Agreement shall be governed by the legislation of the Republic of Cyprus in force on the day when the dispute arises.

2. The Employee:

- (a) Shall not, while this Agreement and his/her Residence and Work Permit are in force, be entitled to perform any other duties, nor shall he/she be entitled to work at the same time with another employer other than the specific household.
- (b) Shall perform his/her duties and/or other related duties assigned to him/her and shall use the best of his/her abilities, skills and experience, in accordance to the Employer's instructions and/or any of the Employer's authorised representatives, subject to the terms of this Agreement.
- (c) Shall not divulge or disclose at any time or in any way communicate any confidential information and any other matters concerning the Employer.
- (d) Shall conduct himself/herself at all times with decency and propriety and in particular he/she shall obey and comply with the laws and regulations of the Republic of Cyprus.

2.1 Remuneration, Hours of Work and fringe Benefits

A. Remuneration/allowances and working hours

The Employer shall pay the Employee, during the term of this Agreement, a monthly gross salary of €..... payable at the end of each month.

Of the above amount a percentage of% shall be deducted for Social Insurance purposes together with any deductions provided for accommodation and meals and 50% of the cost for health insurance.

The Employee shall work for 6 days per week for 7 hours per day, either during the day or night as may be required by the Employer from time to time. The Employer shall be obliged to keep record of the working hours.

B. Annual Leave

The Employee shall be entitled to twenty-four (24) working days annual leave with full pay, in accordance to the Annual Leave Laws of 1967 to 2002, as these are amended from time to time.

C. Sick Leave

The Employee shall be entitled to a thirty (30) day sick leave with full pay. The Employer shall be obliged to pay the difference between the sick leave allowance paid by the Social Insurance Services and the total monthly salary. The first three (3) days of sick leave shall not be compensated except where the Employee is hospitalized in a private clinic/hospital.

D. Public Holidays

The Employee shall be entitled to the following official public holidays with full pay:

1. 1st of January
2. 6th of January
3. Easter Saturday
4. Easter Monday
5. 1st of May
6. 15th of August
7. 1st of October
8. 25th of December
9. 26th of December

3. The Employer:

A. Accommodation and Food

The Employer is obliged to provide to the Employee suitable accommodation inside his/her house or elsewhere and food. Where the Employer is providing accommodation and food, he/she is entitled to deduct out of the gross salary of the Employee 10% for accommodation and 15% for food respectively.

B. Insurance

The Employer shall be obliged to:

- (a) Have an Employers Liability Insurance.
- (b) Provide to the Employee primary and secondary medical care that will also cover the cost for the transportation of the mortal remains. The cost for the health insurance shall be paid equally by the Employer and the Employee. The way in which the contribution will be paid by the Employee, shall be agreed upon with the Employer and may be paid in monthly installments or in one payment as a lump sum.

In case that the Employee is registered in the General Healthcare System (GESY), a private insurance to cover the cost for the transportation of the mortal remains should also be submitted.

C. Bank Account

The Employer is obliged to open a bank account in Euro solely and exclusively credited in the name of the Employee, for the purpose of depositing the Employee's salary at the end of each month. A copy of the bank account must be submitted to the Civil Registry and Migration Department and/or the Aliens and Immigration Unit of the Police and the competent Services of the Ministry of Labour, Welfare and Social Insurance, whenever requested.

D. Deductions

The Employer shall not deduct, either directly or indirectly, from the Employee's salary:

- (a) any fees or any part thereof paid / to be paid to the Government of the Republic of Cyprus in respect to the issuance of a Residence and Employment Permit,
- (b) all or any part of the Employee's travelling expenses of first arrival to the Republic of Cyprus and repatriation in the framework of this Agreement,
- (c) any fees or any part thereof paid to an Employment Agency.

E. Social Insurance

The Employer shall be obliged to pay regularly to the Social Insurance Fund the contribution for the Employee's benefit and all other contributions to any other Funds for which the Social Insurance Services are responsible to collect, in compliance to the provisions of the relevant Social Insurance Legislation. The Employer will undertake to make the necessary arrangements with the District Social Insurance Office.

4. Termination of Contract

The Contract of Employment may be terminated:

- (a) Upon a mutual agreement between the Employee and the Employer, provided that a release document is completed and signed by both parties, in the presence of witnesses. The mutual termination of the contract may be done at any time after a mutual agreement.

The release agreement allows the employee to search for employment for a period of one (1) month. During the aforementioned period the employee may stay and work at the house of his/her employer, unless there is a mutual agreement for immediate termination. In such a case the Employee shall be obliged to inform the District Aliens and Immigration Unit in respect to his/her temporary address.

- (b) Upon a one-month (1) notice given by either party under the terms and conditions of the Termination of Employment Laws of 1967 to 2002, as these are amended from time to time. During the notice period, the Employer shall facilitate the Employee while searching for employment.
- (c) Forthwith without notice, in accordance with section 5 of the Termination of Employment Law.
- (d) Where the employee is absent from his work due to sick leave, which is not attributed to an accident covered under the Industrial Accidents Act, for more than one month. In such a case, the Employer shall have the right to terminate the employment of the Employee and to make arrangements for the Employee's repatriation if his/her state of health so permits. The Employer shall have no other obligations against the Employee.
- (e) In the case of a labour dispute between the Employee and the Employer. In such a case one of the two parties or both parties separately, may submit in writing a relevant complaint to the District Aliens and Immigration Unit of the Police, as well as the Department of Labour Relations for examination by the Labour Disputes Committee. In the case of criminal offences, all complaints shall be submitted to the Police Station of the area where the alien is residing.

In witness whereof the contracting parties have set their signature in the presence of witnesses on the date first above mentioned.

Witnesses:

1. (Signature).....

(Full Name).....

2. (Signature).....

(Full Name).....

The Contracting Parties:

1. Employer.....

(Signature)

(Full Name).....

2. Employee.....

(Signature)

(Full Name).....

EMPLOYER'S STATEMENT OF COMPLIANCE IN ACCORDANCE TO THE EMPLOYER'S OBLIGATION TO INFORM EMPLOYEES OF THE TERMS OF THEIR CONTRACT OR WORK RELATIONSHIP LAW OF 2000

I,in my capacity as Employer in this Contract of Employment, hereby declare that I will comply with the provisions of the Employer's Obligation to Inform Employees of the Terms of their Contract or Work Relationship, Law of 2000, and I will supply the Employee with a copy of the Contract of Employment.

Date:.....

Employer:

(Signature).....

(Full Name).....