



1

**Employer's Obligation  
to Inform Employees of the Conditions  
Applicable to the Contract  
or Employment Relationship**

## The Law

The Principal Law providing for an Employer's Obligation to Inform Employees of the Conditions Applicable to the Contract or Employment Relationship was put into force on 7 July, 2000. The Law provides for the employer's obligation to **inform employees, in writing**, of the main terms of the contract or employment relationship and sets minimum information requirements. An Amendment Law concerning the powers and duties of the Inspectors was put into force on 16 February, 2007.

## Who are covered

The Law applies to every employee having a contract or employment relationship (in the private, public and semi governmental sector).

## Who are not covered

The Law does not apply to employees having a contract or employment relationship:

- with a total duration not exceeding one month, or with a working week not exceeding eight hours
- of casual and/or specific nature provided, in these cases, that its non-application is justified by objective considerations.

## Information requirements

An employer is obliged to notify an employee, in writing, of the essential aspects of the contract or employment relationship. The written information shall cover **at least** the following:

- the identities of the parties
- the place of work of the employee and the registered place of business or, where appropriate, the residence of the employer
- the title, grade, nature or category of the work for which the employee is employed and a brief description of the work
- the date of commencement of the contract or employment relationship and, in the case of a temporary contract or employment relationship, the expected duration thereof
- the collective agreements governing the employee's terms and conditions of work.

Additional information should also be included, which can be given in the form of a reference to the laws and regulations or collective agreements, as follows:

- the amount of paid leave to which the employee is entitled, as well as the procedures and time period for allocating such leave
- the length of the periods of notice to be given by the employer and the employee in case that their contract or employment relationship is terminated
- the amount and the frequency of payment of the remuneration to which the employee is entitled
- the normal daily or weekly working hours of the employee.

No condition of employment, as mentioned above, can be less favourable to the employees than the conditions provided for in relevant legislation.

### **Means of information**

- a written contract of employment or
- a letter of engagement or
- other written documents, signed by the employer, containing at least all the above mentioned information.

### **Notification period**

The information should be given to the employee not later than one month after the commencement of employment. Any change in the conditions of employment, must be the subject of a written document to be given by the employer to the employee at the earliest opportunity and not later than one month after the date of entry into effect of the change in question. The notification period is not compulsory in the event of a change in the Law, or other document, which the original notification was referred to.

### **Employment relationship existing before the enactment of the Law**

#### **If the employment relationship existed:**

- For a period of less than five years before the enactment of the Law, the information notification should be given within six months of the enforcement date of the Law (7 July, 2000). This notification period has already expired.

- For a period of more than five years before the enforcement of the Law, the information notification should be given, on request of the employee, within two months of receiving that request. In case that the employer fails to do so, the employee should remind the employer of his obligation. If the employer fails to comply with the obligations of the Law within 15 days, then the employee may bring an action, if he/she wishes so, before the Labour Disputes Court.

### **Reminding the employer of his/her obligation is not required in the case of persons:**

- employed abroad
- employed on a temporary contract of employment or employment relationship
- not covered by collective agreements.

### **Employees being employed abroad**

The Law also applies in the case of employees being employed abroad, on a contract of employment or employment relationship, agreed in Cyprus or governed by Cyprus legislation or practice, with a minimum duration of one month.

Information should be given before the employee's departure and should include at least the following additional information:

- the duration of the employment abroad
- the currency to be used for the payment of remuneration
- any potential benefits in money or in kind, arising from the employment abroad
- any conditions governing the employee's repatriation.

### **Monitoring the enforcement of the Law**

The Minister of Labour and Social Insurance may appoint Inspectors for monitoring the application of the Law. The Amendment Law (2007) provides for the powers and duties of the Inspectors. Anyone obstructing an Inspector in exercising his/her duties, is liable to an imprisonment not exceeding three months or to a fine not exceeding €5.125 or to both penalties.

## Competent Court

The Labour Disputes Court is the competent court for the resolution of any dispute, of civil nature, which arises from the application of the Law. The burden of proof, regarding the provision of information to employees, of the conditions applicable to the contract or employment relationship, lies on the employer.

## Offences and penalties

Any employer, who contravenes any provision of the Law, **without justifiable cause**, shall be guilty of an offence and shall be liable, upon conviction, to a fine not exceeding the amount of €854. The burden of proof that the omission of information was of justifiable cause lies on the employer.