CYPRIOT LABOUR LAW FOR THE RANK & FILER

2024 EDITION

ΕΚΔΟΣΗΣ ΑΓΙΤΑΣΙΑ

is a publishing initiative that deals with the publication, promotion and distribution of works aimed at cultivating class consciousness in the working class of Cyprus, and strengthening its cognitive arsenal.

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“Those who do not move, do not notice their chains” — Rosa Luxemburg

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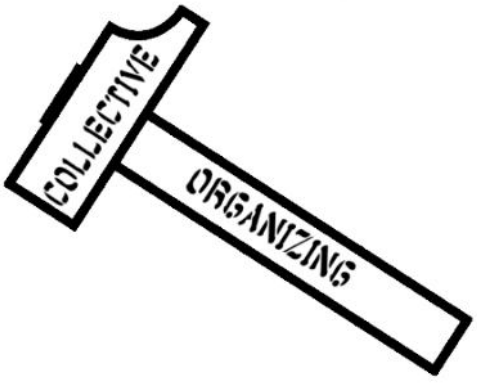
Introduction

The main inspiration behind this book is the 2011's edition of «Labour Law for the Rank and Filer: Building solidarity while staying clear of the law», written by Daniel Gross, a union organizer and the founding director of Brandworkers International, and Staughton Lynd, a lawyer and scholar. All in all, this is a do-it-yourself book, which aims to provide some basic information on labour law, so that you will know when your rights are being violated. The information about Cypriot labour laws readily available in English is limited and lacking in important sectors. This is a vital issue for migrant workers, who constitute an important percentage of Cyprus' working population. Moreover, labour laws are created and administered by people who do not understand the experience of working people, nor sympathize with them, and are written in an overtly complicated language that compels workers to feel helpless unless they have the means to hire a lawyer to represent them. Lawyers like to make their profession seem more mysterious than it really is, by big words when simple words would do just as well. It is our firm belief that, with a modest orientation, anyone able to read can make a preliminary assessment of a labour law problem, and decide whether legal assistance is actually necessary. It is important to keep in mind, however, that labour laws do change from time to time, so keeping yourself updated about labour laws in Cyprus and the European Union (through online sources, for example) is absolutely necessary.

Our main goal was to provide our fellow workers, and especially migrant workers, with a book which can help them deal more effectively with the law, to protect themselves when the law is against them, and to get more accomplished when the law is on their side, in an effort to build solidarity among all the workers on the island. Our advice, for reasons which this book will make clear, is to view law and lawyers as a last resort, and whenever a problem can be solved without the help of a lawyer, do it. Think of the law as a shield – it is not a good way to change things but it can provide you with some protection. The first part of this book is about this «shield» – an overview of most laws concerning your rights as an individual worker, and the legal protection you are entitled to, as well as what to avoid doing to protect yourself from getting in trouble. Its main purpose is to help you realize when your rights are violated and know what legal options you have to fight against it.

However, keep in mind that the law is a fickle shield: it was created by people who are only interested in securing social peace so that profits are not affected; it can be taken away at any point by a government hostile to workers; it can be bent by courts which are more often on the side of the employers; it can be broken by employers who think of themselves as above the law. Moreover, it is often unusable by certain categories of workers, like the bogusly self-employed, undocumented migrants or even migrants with documents who can only stay in the country if they have employment. Additionally, more often than not, the law restrains or co-opts efforts by workers to effectively organise and bring actual positive change in the workplace. As such, a good understanding of labour law is a must for avoiding pitfalls to successful organising.



This brings us to the second part of this book, which is about the measures workers who join together can take, not only to protect themselves but also to gain more rights and promote their interests. If the law is a shield, organizing collectively is the «hammer» of the working class; it can be used as a weapon to fight for change today, and as a tool to build a better tomorrow. The old saying that the best defence is a good offence rings true in this case. More often than not, having a strong group of coworkers by your side is the best way to resolve a labour dispute; it is faster and more reliable than any legal procedure, and the only true guarantee that your employer will not try to take advantage of you. To aid workers in creating such groups, we present the procedures they must follow to establish trade unions, information which is hard to find even in Greek. Moreover, we present the abilities and obligations of legally recognized trade unions, as well as a critique about the limits and shortcomings of the already established mainstream unions on the island. Finally, realizing that joining or forming a trade union is not an option for many workers, we present methods of industrial action which are available to all workers, unionized or not, as well as an alternative do-it-yourself workplace/community organizing system, coined by Staughton Lynd with his wife Alice as «solidarity unionism».

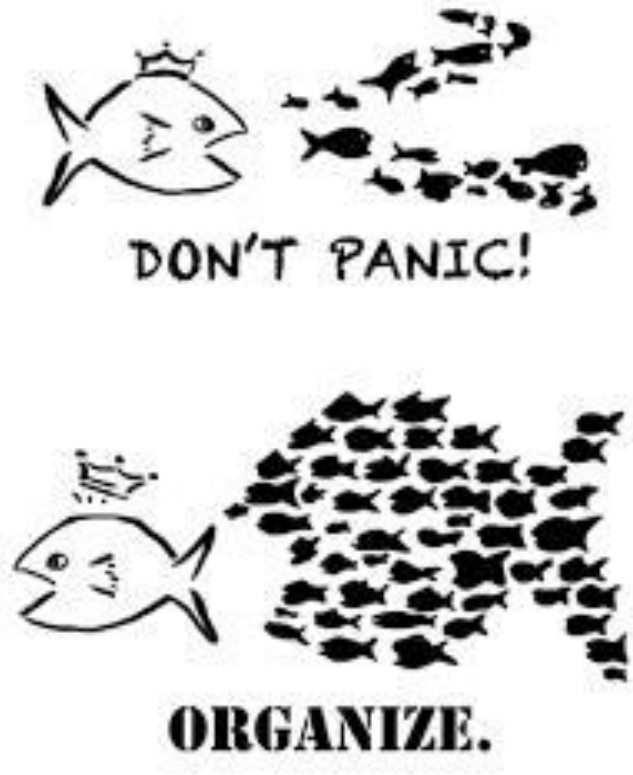
Speaking of which, solidarity unionism was inspired by the organizing model and methods of the Industrial Workers of the World (IWW), a radical labour union founded in the USA in 1905 and very quickly spread to countries all over the world. The IWW was one of the first unions to include migrants, women and people of colour, not only as members but also in leadership positions. From the very beginning, migrant workers comprised the backbone of the organization, since most of them were actively excluded from the major trade unions of the time. With migrants still largely excluded from the majority of mainstream trade unions for a variety of reasons, migrant workers continue to be a big part of the IWW's membership, and the issues they face are a priority for the union; this is also true for

all excluded or marginalized workers, like prisoner workers and platform workers.

The logic behind the IWW is very clearly summed up in the Preamble to the IWW Constitution:
«The working class and the employing class have nothing in common. There can be no peace so long as hunger and want are found among millions of the working people and the few, who make up the employing class, have all the good things of life. Between these two classes a struggle must go on until the workers of the world organize as a class, take possession of the means of production, abolish the wage system, and live in harmony with the Earth. We find that the centering of the management of industries into fewer and fewer hands makes the trade unions unable to cope with the ever-growing power of the employing class. The trade unions foster a state of affairs which allows one set of workers to be pitted against another set of workers in the same industry, thereby helping defeat one another in wage wars. Moreover, the trade unions aid the employing class to mislead the workers into the belief that the working class have interests in common with their employers. These conditions can be changed and the interest of the working class upheld only by an organization formed in such a way that all its members in any one industry, or in all industries if necessary, cease work whenever a strike or lockout is on in any department thereof, thus making an injury to one an injury to all. Instead of the conservative motto, «A fair day's wage for a fair day's work», we must inscribe on our banner the revolutionary watchword, «Abolition of the wage system». It is the historic mission of the working class to do away with capitalism. The army of production must be organized, not only for everyday struggle with capitalists, but also to carry on production when capitalism shall have been overthrown. By organizing industrially we are forming the structure of the new society within the shell of the old. »

The IWW aims to unite all workers in One Big Union and to organize the struggle against the exploitation and injustice workers are facing from their employers. The IWW has active branches, regional committees and members in many countries in North America, Europe, Oceania and Asia. If you are interested to know more about the IWW, or if you agree with the Preamble and want to join our efforts to establish an active base of the IWW in Cyprus, visit our site: iwwcyprus.blackblogs.org

For more information about the activities of the IWW in Cyprus and abroad, you can find us on our website (iww.cy, email: info@iww.cy) and on social media (Facebook & Instagram).



PART I

THE RIGHTS OF THE INDIVIDUAL EMPLOYEE

Sources of Labour Law and to Whom They Apply

The sources of labour rights in Cyprus are many: the European Union's labour laws, the country's Constitution, the Cypriot labour laws and the judicial precedent created by the decisions of the courts (both here and in the UK) are the main sources of those rights. Secondary sources are the conventions of the International Labour Organization that the Cypriot governments have ratified, the European Social Charter and the employment agreements.

There are two kinds of employment agreements, the collective employment agreements negotiated and signed by employers and trade unions based on the Industrial Relations Code and the individual employment contracts between you (the employee) and your boss.

An employee is a person who works for another natural or legal person in the private or public sector under an employment contract or under conditions similar to an employment relationship. There is a difference between an employee (with a service contract governed by labour law) and a self-employed independent contractor / freelancer (with a services contract governed by contract law).

However, if you are an independent contractor, you must consider the possibility that you are in fact a bogus self-employed worker. If your conditions of employment are similar to an employment relationship, you can claim that you are actually an employee and deserve to be protected by labour laws. What is important to keep in mind is that agreeing to sign a contract that names you an independent self-employed partner, is not a defining element of the employment relation.

The courts decide whether a worker is an actual employee instead of a self-employed contractor on a case-by-case basis. It is a complicated procedure, which takes into account many factors. The main criteria of bogus self-employment are the following:

- If it is up to the employer to hire and fire, set wages and control the way work is performed
- Who bears the financial risk of the enterprise
- Who owns or manages the means of production (e.g., the tools)
- If the self-employed person has the opportunity to hire another person to do the work or to help him with the work

The Individual Employment Contract

The employment contract is the agreement between you and your employer. In Cyprus, the employment contract must not necessarily be in writing; it can be a verbal agreement between the employer and the employee. However, the employer in the private sector is obliged to inform you in writing or electronically, of the essential conditions applicable to your contract of employment. The employer must do so within seven days after the start of the employment (unless the period of employment is shorter than one month). Also, if those conditions change in any way, the employer must inform you of the relevant change before it begins to apply.

These essential conditions are the following:

1) The identity information of the employee and the employer or the company
2) The place of employment and the registered address of the employer (in the absence of a certain or main place of work it must be stated that the employee will be employed in various places of work or that they are free to determine their place of work)
3) Your position or specialty, your grade or category of work and the content and object of your work
4) The date of beginning of the employment contract or employment relationship and its expected duration, in the case of employment on a fixed term
5) If it is a fixed-term contract or employment relationship, its expiry date or expected duration
6) The notice to be observed by the employer and you in case of termination of the contract or employment relationship
7) All components of your wages, as well as the frequency of payment
8) The duration of your normal daily or weekly work, if the working time schedule is entirely or mostly predictable, any overtime arrangements and pay and any arrangements relating to shift changes
9) In a case where the working time schedule is entirely or mostly unpredictable, the employer informs the employee about the fact that working hours are variable, the number of guaranteed paid hours and remuneration for work performed in addition to those guaranteed hours, the reference hours and days during which the employee may be called upon to work, and the minimum period of notice that the employer receives before the start of the work assignment and, where applicable, the deadline for the cancellation of the work assignment

Regarding the last condition, in cases when the working time organization program is entirely or mostly unpredictable, the employee is not required to work if both the following conditions are not met:

(a) The work takes place within predetermined reference hours and days
(b) the employee has been informed by the relevant employer of the assignment of work within a reasonable period of time before the start time of the work

If at least one of the above conditions provided is not met, the employee has the right to refuse the assignment of work, without suffering any negative consequences. On the other hand, in cases when the employer cancels the work assignment, it is not

obligatory to pay the employee any compensation, provided that they cancel the assignment of work within the period determined based on the relevant provisions. In all other cases, the employer is obliged to pay compensation to the employee, compensation which is at least equal to the employee's daily wage for the specific day.

In addition to the above, the employer must inform you within one month regarding the following conditions:

1) The identity of the enterprise to which the employee is assigned, as soon as it is known, if it concerns employees in temporary employment enterprises
2) The right to training provided by the employer, if provided for by the contract or employment relationship
3) The duration of the paid leave to which the employee is entitled, or if this is not possible at the time of providing the information, the details of granting and determining said leave
4) The procedure followed by the employer and the employee in the event of termination of employment, including the formal conditions and duration of notice periods or, if the duration of notice periods is not specified at the time of giving the information, the method of determining said notice periods
5) Any collective agreements governing the employee's working conditions or, in the case of collective agreements concluded outside the company by special bodies, the name of the competent body in the context of which the said contracts have been concluded
6) The identification details of the entity that collects the contributions for the purposes of social security provided by the employer, as well as any protection related to said social security

If the employer does not inform you in time, you can report them to the Industrial Disputes Tribunal. The employer must then prove that he has a good reason for not informing you or pay the relevant (extremely low) fines. It is also important to note that neglecting to inform the employee does not end the employment relation, as well as not mentioning in the provided information an important element of the agreement does not mean that that element is not applicable. To be on the safe side, you should always request that everything you have agreed to is put in writing.

Keep in mind that the employer cannot prohibit an employee from undertaking work for other employers, outside of the working hours specified in the contract or employment relationship with said employer, or reserve unfavourable treatment to an employee for this reason. However, during recruitment, the employer may limit parallel employment by specifying in writing specific objective reasons for said limitation and given that the nature of the objective reasons is related to issues of safety and health, the protection of business confidentiality, the integrity of the public sector and the avoidance of conflict of interest.

All statutory rights and obligations are generally implied in employment contracts, and cannot be cancelled even with your consent:

- Minimum pay (where it applies)
- Working hours
- Leave
- Serving a valid notice of termination of employment.

Collective and individual agreements can include better terms than those provided by the relevant laws and regulations. Neither you or the employer can change the terms of the contract without the agreement of the other one. If the employer changes anything on a more or less permanent basis, they must prove that they have valid reasons for doing so. Also, the employer cannot force you to work in an inferior working position or with inferior duties, even if you get the same wage. If an employer does something of the above, you can refuse the changes and insist on working under the agreed terms.

The change of employment conditions without your consent can be considered a case of coercion to resign and be reported to the Industrial Disputes Tribunal. You must declare your disagreement with the changed terms as quickly as possible, even if you do not quit your job immediately. If you keep working with the changed terms and not declare your disagreement, it is considered a silent acceptance of the new terms. If you voice your disagreement, you can continue working for a limited time. This limited time is unfortunately a case-by-case situation, and is heavily depended on the duration of the period of employment up until that point; to be on the safe side, it should not last more than a month. You have every right to look for a new job during that period. If the employer fails to prove that they had valid reason for changing the terms, they have to pay you the relevant remuneration and the court can even command the employer to rehire you on the previously agreed terms.

Both your employer and you must act without harming your mutual trust and confidence, and there are certain obligations that are implied in each employment contract that both you and your boss must comply with. The following are the employer’s obligations (failure to comply with them may be a case of coercion to resign):

- A safe and secure working environment
- Truthfully offer work and use it for the purposes of the employment contract
- Use their authority fairly and in good faith.

As you can clearly see, those are very vague and basic obligations; this is unfortunately not the case with your obligations as an employee:

- Obedience to the employer, meaning that you have to obey every order by your employer, as long as they are legal,

reasonable and fair.

- Fidelity, which means that you must serve your employer in good faith, protect the employer's interests, not have any profits from the job that your employer does not know about, not reveal any confidential information and not use your working time for your own benefit.
- Care and skill, meaning that you must perform your duties and achieve a level of skill and ability relevant to your expected experience and expertise, as well as not to cause harm or accidents during your work.

Those obligations greatly limit the means you have to put pressure on your employer, but more on that later.

Special Forms of Employment Contracts

In this chapter we are going to deal with part-time and fixed-time contracts, which are becoming more and more common in Cyprus, for reasons that will become obvious later on.

Casual Work

The law does NOT protect «casual» employees who work for less than 8 weeks for the same employer per year and / or those who do not have 5 hours per week of continuous (without quitting or getting fired) employment.

Part-time Employment

A part-time employee is anyone who works less than what is considered average full-time work.

Any discrimination under the part-time contract is prohibited. The employer must provide exactly the same benefits as the average full-time employee, adjusted to the difference of working hours/days. If there are no full-time employees with whom to compare, collective agreements, related laws and regulations, and employees in other similar jobs can be used for comparison.

Part-time employees have the same rights with full-time employees regarding:

- Wages and benefits
- Protection under the social security system
- Maternity protection
- Paid annual leave and paid public holidays
- Parental leave
- Sick leave
- Termination of employment
- The right to organize, to collective bargaining and to represent workers
- Safety and health at work
- Protection against unfavourable discrimination in employment and occupation

You have the right to request a change of contract from part-time to full-time or vice versa. The employer is obliged «as far as possible» to satisfy your request for change, if there are relevant vacancies. In an effort to reduce the number of part-time contracts in the labour market, the law obliges the employer to inform part-time workers if a full-time position is available.

Your employer does not have the right to change your contract from full-time to part-time or the other way around without asking you; if they ask you can absolutely say no and your refusal is not a valid reason for termination of employment. In the eyes of the law, transferring you from a part-time position to a full-time one without your consent is not considered as bad as the opposite, as the law considers the increase in working hours and wages as beneficial to you. However, the opposite is considered destructive as you get less hours of work and less money.

Fixed-term Contracts

Fixed-term employees are those whose employment contract expires on a specific date or upon completion of a specific job. Fixed-term contracts are supposed to be short-term solutions for temporary increases in labour demand or as ways of testing or training employees before signing a permanent contract with them.

The Cypriot Labour Law provides that after about 2,5 years of working you automatically acquire permanent employee status, even if those working periods are not consecutive. However, the «breaks» between working periods must not be too long – how long is unfortunately not specifically defined by law. So, it is to the interest of the employer to not renew your fixed-term contract after a certain time period or wait a few months before rehiring you, in order to avoid you becoming a permanent worker.

It is important to remind that this provision, along with the fact that they cannot fire you before the end of each fixed-term contract, exist to avoid an abusive use of those contracts by the employers. Moreover, similarly with what we already mentioned regarding part-time workers, the employer must inform you about permanent vacancies and «facilitate» your access to them.

However, it should not be surprising that in practice it does not work that way. There are certain very important exceptions to the law mentioned above, called objective grounds. The most important of these are:

- The needs of the business for carrying out a specific task are temporary
- The employee replaces another employee
- The particularity of the specific task justifies the fixed-term employment contract
- The employee is on probation
- The fixed-term work is performed in execution of a Court’s decision

These reasons are obviously and deliberately very vague and can be used as an excuse in a wide range of situations, so that the employer avoids making the contract permanent.

Telework

In 2023, working from home, also known as telework, has been legally regulated. According to the legislation, telework is optional and agreed in writing between employer and employee either upon recruitment, or by amending the employment contract, or with collective agreement. Telework cannot affect any terms of employment in a negative way, and it is prohibited to discriminate against an employee because they do not consent to work from home.

There are two ways that telework can be enforced, one by decision of the employer and the other by the wish of the employee:

1) For reasons of public health protection and if preceded by the issuance of a relevant Decree of the Minister of Health, for the period of time specified in the aforementioned Decree (like during the Covid-19 pandemic;
2) In case of a documented risk to the health of the employee, which can be avoided if they work from home, for as long as the risk lasts. In case the employer disputes the existence of said risk, the employee may refer to an approved physician for documentation, and the employer has the right to request a relevant examination by a Medical Board such as this provided for in the Social Insurance provisions.

The employer must

a. undertake the costs incurred by the employee from teleworking, including the cost of equipment (unless there is an agreement to use the employer's equipment), telecommunications, use of home space, maintaining the equipment and repairing the damage;
b. provide the employee with the necessary technical support to perform the work duties.

These obligations also concern devices belonging to the employee, unless in the contract is defined differently or if the damage is due to the fault of the employee. Keep in mind that the cost of telework is decided by the Minister of Labour, after carrying out a cost study and consulting with the representatives of employees and the representatives of the employers; at the point of writing this minimum amount that the employer must pay to the employee has yet to be decided.

In the event that telework is provided at a place owned by the employer, they must make sure the space is arranged to take into account the special needs of disabled persons at work.

The employee has the right to disconnect from the electronic media through which they work remotely using technology. Any discrimination against employees for exercising this right to disconnect is prohibited. The technical and organizational means required to ensure the disconnection of a teleworker from the digital tools of communication and work, constitute mandatory terms of the telework contract and agreed between the employer and the employee representatives; in the absence of an agreement between the two parties, these means are determined by the employer and communicated by them to all employees.

Within eight days from the start date of telework, the employer must inform in writing (electronically or physically) the employee regarding the working conditions that differ because of it, and this update includes at least the following information:
(a) The right to disconnect
(b) the analysis of the teleworking costs, and the ways of paying the employee for them
(c) the necessary equipment for the provision of telework, which either the employee provides for the benefit of the employer or the employer provides the employee (including the technical support, maintenance and repair procedures of this equipment)
(d) any restriction on the use of IT equipment or tools, including the internet and any penalties in case of violation of these restrictions
(e) the tele-readiness agreement, its time limits and response deadlines of the employee (basically exactly when must the employee start and finish working)
(f) the risks and protection and prevention measures during teleworking based on a written risk assessment (the employer must have at their disposal a suitable and sufficient written assessment of the existing telework risks, determine the preventive and protective measures to be taken based on the written risk assessment, and provide such information, instructions and training to ensure safety and health of their employees)
(g) the obligation to protect and secure professional data and personal data of the employee and the actions and procedures
that are followed to fulfill this obligation
(h) the supervisor from whom the employee will receive instructions

The telework agreement between employee and employer must not affect the employment status and/or employment contract of the employee as full, part-time or other form of employment. Teleworkers have the same rights and obligations as comparable employees within the employer's premises, including rights or obligations in relation to their workload, their evaluation, their rewards, their access to information concerning the employer, their training and professional development, their union activity and their unhindered and confidential communication with their trade union representatives. The employer evaluates the employee's performance in a manner that respects the private life and protects the employee's personal data. It is not allowed to monitor employees through the use of a camera or other similar intrusive application, to control the employee’s performance.

On-Demand Contracts

Contracts or employment relationships made to order or on demand and similar contracts or

employment relationships are permitted, provided that in them the part-time employee works on a casual basis and:
(a) the total duration of employment with the same employer does not exceed eight (8) weeks per calendar year with a maximum continuous duration, per case, of three (3) weeks, or
(b) the total duration of his continuous employment does not exceed five (5) hours per week.

Transition

Transition to another form of employment is possible in theory; an employee with at least six months of employment at the same employer has the right to submit a request to transition to a form of employment with more predictable and safe working conditions, if available, and receive a reasoned written response from the employer within one month from the submission of the employee's request.

Discrimination and Harassment

The purpose of the labour laws on this subject is to lay down the framework for combating discrimination on the grounds of race, ethnic origin, religion, belief, age, sexual orientation and sex, as regards employment and occupation, with a view to putting into effect the principle of equal treatment. The principle of equal treatment provides that there should be no direct or indirect discrimination, harassment or instruction to discriminate against any person.

Direct discrimination means that a person is treated less favourably than another. Indirect discrimination means an apparently neutral practice, provision or criterion, which puts a person in disadvantage compared with other persons, unless that practice, provision or criterion is justified on objective grounds.

Harassment means the unwanted conduct, which is expressed in words or acts with the purpose or effect of violating the dignity of a person and of creating an intimidating, hostile, degrading, humiliating or offensive environment.

Sexual harassment means any unwanted on the part of the person concerned conduct of a sexual nature, expressed in words or acts, with the purpose or effect of violating the dignity of that person in employment, vocational education or training or access to employment, vocational education and training.

The law on prohibition of discrimination apply to all employees, working in both the public and private sectors, in relation to:

- the conditions for access to employment, self-employment or occupation (selection criteria, recruitment conditions, promotion, dismissal and wage)
- access to all types of vocational guidance and training
- working conditions
- the right of membership in a workers' organization or trade union

Other than the general law against discrimination and harassment, there is a special law regarding the equal treatment of women and men workers. According to those, men and women are to enjoy equal treatment in employment and vocational training. This law applies to:

- the terms of access to employment, e.g., equality in recruitment
- access to all types and to all levels of vocational guidance, vocational education, training and retraining
- the working conditions, the wages and the other terms of employment
- the terms of termination of employment

Employers must provide safe working environments and are considered equally responsible to the harassers in case they do not take the necessary measures for your protection. They are prohibited from conducting any sexual or other harassment in the working place. They also have to appoint a person as head of investigating and handling such situations, as well as inform thoroughly the employees on what constitutes a sexual harassment and that it is not tolerated.

Employers are also forbidden to unfavourably treat any victim of sexual or other harassment for succumbing to, rejecting or reporting such incidents. They are obliged to ensure the non-victimization of the employee in the working place and they are responsible for investigating any incident immediately and without any inexcusable delay.

Sexual harassment can be expressed in touching, caressing, kissing, too much intimacy, inappropriate suggestions and comments, compliments, unwanted invitations, sexual innuendos, text messages, e-mails, pictures, photos or questionnaires. Sexual harassment can be conducted by a supervisor, an associate, colleague or client, trainer, trainee, man or woman and/or people of the same sex.

Employers have to provide their employees equal pay regardless of sex, and the Ministry of Labour has to provide both employees and employers with all the relevant information about the law. Cypriot Labour Law protects the principle of equal pay between women and men, and forbids any direct or indirect discrimination based on sex regarding pay for the same amount of work or for work of equal value.

The law considers as «pay» all wages, as well as additional supplementary pay (tips, bonuses, stocks, compensations etc.), in the form of money or in kind, given to the employee by the employer directly or indirectly, due to the employment relationship, even if that pay is not considered officially as wage. In addition, it considers two jobs as «work of equal value» if they are essentially similar (even if they are not technically the same jobs), based on criteria like the nature of the job, the degree of responsibility, the working conditions, the necessary skills, abilities, seniority and experience etc. Finally, the law

considers as discrimination based on sex any unfavourable treatment of a woman due to pregnancy or maternity leave.

Although the official surveys (2020) show a national wage gap of 10,1% between women and men in Cyprus, the Labour Inspectorate is failing to find out which companies are breaking the law. Most employees do not know the wages of their co-workers, so they cannot know if their rights are violated. Trade unions in Cyprus and the EU promote policies of mandatory Wage Transparency, so both the employees and the authorities are informed on the wages of all employees. Until that comes to pass, sharing information about wages with co-workers is highly advised, is not illegal and cannot be prohibited by employers.

The Law does not apply to differences of treatment based on nationality and is without prejudice to provisions and conditions relating to entry into and to residence of third –country nationals and stateless persons in Cyprus. A difference in treatment does not constitute discrimination, where, by reason of the nature of the particular occupational activities concerned or the context in which they are carried out, a characteristic constitutes an essential and determining occupational requirement, provided that the objective is legitimate and the requirement proportional. A difference in treatment does not constitute discrimination in the case of occupational activities within churches and other public or private organizations, the ethos of which is based on religion or belief, where by reason of the nature of these activities the religion or belief constitutes an essential occupational requirement. A difference in treatment on grounds of age does not constitute discrimination, if it is objectively and reasonably justified by a legitimate aim, including particularly the employment, labour market and vocational training policies.

A more favourable treatment in employment does not constitute discrimination if it is aimed at preventing or compensating for disadvantages linked to racial or ethnic origin, religion, belief, age, sex or sexual orientation. This follows the logic clearly supported by the courts of the European Union, that dealing with equal cases in an unequal manner is as discriminatory as dealing with unequal cases in an equal manner. For that reason, the laws allow for special programs of affirmative action (action by the government or the employers that favour groups which are considered disadvantaged).

Wage

Workers: (...)we haven't been paid in two weeks and we want our wages!
Employer: Wages? Do you want to be wage slaves, answer me that.
Workers: (unenthusiastic)No.
Employer: No, of course not. Well, what makes wage slaves? Wages! I want you to be free. Remember, there's nothing like Liberty (...). Be free, my friends. One for all, and all for me...

Marx Brothers, «The Cocoanuts» (1929)

Wages. The reason behind it all. The motivation for waking up in the morning to make somebody else rich, and for being up at night worried because it is not enough to make ends meet. The wage is defined by Cypriot labour Law as every monetary fee that is derived from employing an employee, and every profit of that employee that can be measured in money.

First, let us present what is NOT considered a wage:

- Provisions that facilitate the business itself or the completion of the work. For example, providing the employee with a vehicle without which the work cannot be done (e.g., delivery people) is not a wage. Similar to that are the transportation of employees to their place of work, residence benefits or rent benefits in case the place of work is not in a residential area, or when there is difficulty in finding a place to live in the area.
- Provisions granted for health and safety reasons including uniforms, gloves, aprons, helmets etc.
- Provisions to compensate any expenses made by the employee for the sake of its work. Unfortunately, those are limited to expenses such as transportation or other business expenses.
- Voluntary provisions such as free meals.

Any bonuses for productivity granted as a rewarding method are NOT considered wages as there is no commitment on the employer's side. However, If the voluntary provisions occur on a steady basis for a certain amount of time (sadly not specified by the law), those provisions become part of the wage and cannot be suddenly taken away.

The wage must be paid on a weekly or monthly basis, according to the employment agreement. For employees with «piecework» (being paid according to their productivity), the wages must be paid at maximum every 16 days (twice a month). Any delay of your payment is a violation of the law and you can file a grievance to an Inspector of the Department of Labour Relations. If it is not resolved you can take the case to the Labour Disputes Tribunal. If the employer delays the payment often, it is another case of constructive dismissal. If your employer owns a store, you must not be pressured to buy their products or services.

It is acceptable for the wage to be paid in kind, if something like that is usual in your specific industry or profession (for example hotels or restaurants) under the following conditions:

- The offer in kind must be appropriate and beneficial to the employee or to their family
- The offer must not be alcoholic drinks or any harmful substance
- The value of the offer in kind must be fair and rational in relevance to the cash benefits that the employee is entitled to
- The employee gave their consent

It is prohibited by the law for the employer to keep money from the employee's payment. If you give your consent though, the employer is allowed to cut your wages. The law allows the employer to proceed to wage cuts without your consent, in case of compensation for damage caused to the company intentionally or due to gross negligence on your part. The general rule declares that the wage cuts should always be limited to the point that the employee and their family are able to make ends meet. Regarding wage cuts in case of damages, the employer must prove to the court of law that the employee caused the damage either intentionally or due to negligence. Any decision taken on the matter must include consultation with the representatives of the employees in the workplace. If there is not a recognized representation of workers, like a trade union, then the consultation regarding the amount of compensation and the method of payment must happen in the presence of the employee. If no result comes out of the consultation, then the difference goes to the Ministry of Labour and from there to the Labour Disputes Tribunal.

In Cyprus there is no law that obligates employers to pay a 13th wage and 14th wage, which are monetary sums usually given during the holidays. It is left to the employees and their trade unions to demand and achieve their inclusion to the employment agreement through industrial action. If they are included in the employment agreement, then for reasons of equal treatment they must be given to every employee, unless it is a matter of seniority or special duties.

Every employer of a hotel or catering employee is obliged to charge 10% on every customer's bill. The total of this service charge is distributed monthly among the employees concerned.

One of the greatest omissions of the Cypriot labour Law is about over-time pay. Unless the collective or individual employment agreement states otherwise, over-time is not paid at all. There are exceptions to these rules, with the labour laws defining over-time pay for some occupations. Specifically, the minimum ratios defined by law are the following:

- Shop Employees – 1:2 for Sundays, 1:1,5 for the rest of the days
- Catering Employees – 1:1,5
- Hotel employees (from 1/1/2022) – ratio becomes 1:2,5, and work on a Sunday must be paid 25% more.

Your employer must pay the salary to a bank account or payment account of your choice, or by bank check in your name. In the cases of persons for whom the opening of a bank account is still in process, the employer may pay in cash, for a time period not exceeding four months from the date of beginning of employment. it is further stated that, in the cases of persons whose request to open a payment account is rejected for any reason, the employer may continue to pay the salary in cash, as long as the employer provides the State with a relevant certificate from the credit institution that rejected the application of the employee to open a payment account; the employer must keep a record of the relevant certificates for each employee for whom this reservation applies. Finally, the salary can be paid in cash if the employer pays the salary on a weekly basis and has entered into collective agreement or other written agreement with the employee, which provides that the salary may be paid on a weekly basis. Your employer must give you a detailed payslip, electronically or physically, no later than five days after paying you your salary.

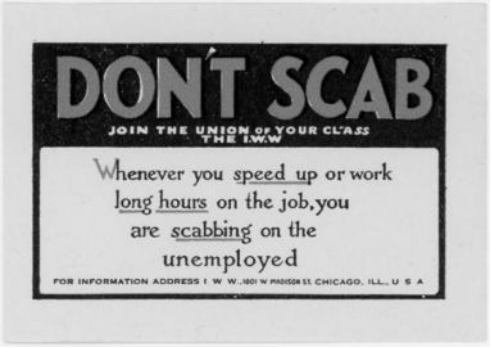
Minimum Wage

Since 2023, there is a national minimum wage in Cyprus, set by a ministerial Decree. As of January 2024, the minimum wage is set to €900 gross upon recruitment, raised to €1000 after six months of service with the same employer. It should be noted that the national wage is not distributed hourly, so unless the job is one of the very few covered by legislation about maximum working time (see next chapter), it can correspond to up to 48 hours of work per week. In addition, the Cost-of-Living Allowance (COLA, currently providing a raise corresponding to 66,7% of inflation once a year to public employees and workers covered by collective agreements) is not included in the Decree.

Furthermore, there are major exceptions to this rule. First and foremost, agriculture workers, domestic workers and sailors are excepted from the minimum wage. Second, the provisions of the Decree do not apply to persons who receive training or education for obtaining a diploma and/or practicing their profession. Thirdly, when in the framework of the agreed employment contract the employer provides to the employee decent food and/or accommodation, the minimum monthly salary may be reduced, upon agreement between employer and employee: (a) up

to 15% when food is provided, and/or (b) up to 10% where accommodation is provided (it is understood that the employee may terminate the above agreement for provision of food or accommodation, with a forty-five days' notice to the employer). Fourthly, in case of employment of persons aged up to 18 years for casual employment
which does not exceed two consecutive months, the minimum wage may be reduced by 25% (provided that the above reduction by 25% cannot be valid at the same time as any other reductions). Lastly, certain categories of hotel employees (since the collective agreement of the sector was turned into law in 2020) are exempt from the Decree, and receive the following minimum wages upon hiring and for a work-week of 38 hours on a 5-day basis (before COLA):

- For porters/suitcase employees with service up to 6 months the monthly salary is €870 and the hourly rate is €5.28, while for service beyond six months the monthly salary is € 935 and the hourly rate is €5.68.
- For assistant receptionists with up to 3 months of service, the monthly salary is € 870 and the hourly wage is € 5.28; for receptionists A, the monthly salary is €935 and the hourly rate is €5.68; for receptionists B the monthly salary is €1,070 and the hourly wage is €6.50.
- For assistant waiters with service up to 6 months the monthly salary is €900 and the hourly rate is €5.47, while for service beyond 6 months is €1,040 and € 6.32, respectively.
- For minibar employees, the monthly salary was set at € 1,070 and the hourly rate at € 6.50.
- For a kitchen or confectionery apprentice with a service of up to 6 months, the monthly salary was set at € 900 and the hourly rate at € 5.47, while for a service over 6 months, the monthly salary was set at € 1,040 and the hourly rate at € 6.32.
- For maids with service up to 3 months, the monthly salary was set at € 920 and the hourly rate at € 5.59, while for service beyond 3 months at € 970 and € 5.89, respectively.
- For a cleaner the monthly salary was set at € 970 and the hourly rate at € 5.89.
- For laundry employees and pool employees, the monthly salary is €960 and the hourly rate is €5.83.



Working Time

Both the European and the Cypriot Labour Law consider the day divided in two: «working hour» and «rest hours». Those two are, in theory, mutually exclusive, which means that they cannot happen at the same time. According to the relevant labour law, «working hours» are every period of time during which you are at work, at the disposal of your employer and performing your job duties; every other time period is considered to be «rest hours».

However, there are certain issues with this dual categorization. One of these is about on-call work, readiness to work and stand-by duty. Those are time periods when you are at work but not fully working, or at your house constantly alert since your employer can call you to work at any time. These situations are very common in health and emergency services. Those time periods are considered working hours when you actually get to your job, and resting hours when you do not; which is problematic since it is impossible to be properly resting and relaxing when you know that at any time you might be called to work. Although the European Union's courts have come to recognize on-call work and stand-by duty as «working hours» in specific situations, Cypriot labour law does not provide similar guidelines. This allows the courts to examine whether this constant pressure is considered «work» on a case-by-case basis, or based on the employment contracts.

Another issue concerns employees without a fixed workplace, who make daily visits to the company's clients. The Court of Justice of the European Union has declared that those «mobile or peripatetic workers» (like technicians, craftspeople, door-to-door salespeople, insurance agents, electricians, plumbers etc.) begin work when they leave their houses to go to the first client, and end their working hours when they return home from the last client; especially in the case of driving a company's vehicle to move around.

General Rules on Working Time

Unless other more favourable arrangements for the employees are defined in collective agreements, the following rules generally apply:

1. The weekly working time cannot exceed 48 hours, on average, including over- time work (the average working time is calculated every four months)
2. The minimum period of rest per 24 hours is 11 consecutive hours – which implies that the most you can legally work is 13 hours a day
3. The minimum weekly rest is fixed at 24 consecutive hours (which means that working 7 days a week is illegal) plus the 11 hours of daily rest, so 35 hours in total
4. Where the daily working time exceeds six hours, there must be a break of at least 15 minutes but not in the beginning or the end of working time
5. The average duration of «night work» in a

month must not be longer than 8 hours per day. If the work is dangerous or physically or mentally intense, then the limit is maximum 8 hours per day (no monthly average). Keep in mind that a «night worker» is every employee who either has to work during the night regularly at least 3 hours per working day, or at least 726 hours per year.

Not surprisingly, there are loopholes to these general rules. First, if you give your consent, you can work over the weekly limit (up to 78 hours per week due to the daily working limit). That is called the «opt-out clause», and in order to be valid, it must be ensured that:

- you gave your consent freely, without fear of being fired, be treated badly or not get hired. It is extraordinary that the Cypriot courts do recognize economic duress as a form of coercion into agreeing with something you do not want
- the employer keeps a record of every employee who opts-out
- that record is at the disposal of the Ministry of Labour, which has the right to forbid the use of the opt-out clause for reasons of the employees' health and safety

Additionally, the relevant law states if the safety and health of workers is ensured, the five (1-5) provisions listed above do not apply to workers whose working hours, due to the particularities of the activity carried out, is not calculated and/or not predetermined or can be determined by the employees themselves, especially for executives or other persons authorized to make decisions autonomously, family staff, and workers in the ritual sector of churches and religious communities.

A more extensive loophole regards collective agreements and agreements between the employer and representatives of the employees; these agreements can include exceptions to provisions 2-5 of this law, as well as extend the reference period of provision 1 up to 12 months, provided that the relevant workers are granted equivalent periods of compensatory rest or that, in exceptional cases where it is objectively impossible to grant equivalent periods of compensatory rest, appropriate protection is afforded to the workers. Specifically, this applies to:

a. activities that involve the element of distance between the employee's places of work and residence, such as offshore activities, or involve the element of distance between his various places of work.
b. guarding and surveillance activities characterized by the need for constant presence to protect goods and persons, in particular when it comes to guards and porters or guarding businesses.
c. for activities characterized by the need to ensure continuity of service or production, in particular: for the services related to the reception, hospitalization and/or care provided by hospitals, residential institutions, by prisons, and similar institutions; for workers in ports and airports; for press, radio, television, cinema, postal or telecommunications services, ambulance services, fire services or civil defence; for gas, water or electricity generation, transmission and distribution services, household waste collection services or incineration facilities; for industries where it is impossible to stop work for technical reasons; for research and development activities; for agriculture; for regular urban transport.
d. the event of a foreseeable increase in workload, in particular in agriculture, in tourism and at post offices.
e. The staff working in the rail transport sector, whose activities are intermittent, or who spends their working time riding the wires, or whose activities are connected with transport timetables and ensuring the continuity and regularity of transport.
f. the cases of incidents due to abnormal or unforeseen circumstances unknown to the employers, or extraordinary events, the consequences of which could not have been avoided despite the diligence shown.
g. the event of an accident or imminent accident.

Moreover, collective agreements and agreements between the employer and representatives of the employees can include exceptions to provisions 2 and 3 for:

a. shift work, whenever the worker changes shifts and cannot have a daily and/or weekly rest period between the end of one shift and the beginning of the next;
b. activities characterized by part-time periods of daily work, in particular personnel engaged in cleaning activities.

This proves how important is to support and become members to trade unions that actually care for the interests of the workers, instead of only making deals with employers!

Special Rules for Specific Occupations

Clerks
The total number of working hours of clerks cannot exceed 44 per week or 8 per day. This applies to every person employed as a clerk or in an executive or administrative capacity, including low rank employees and messengers, but excluding employers, partners, company directors or officials. It applies to persons employed in offices at which any trading or banking business or liberal profession is carried out, with the exception of persons employed in offices that are located in industrial undertakings, doctor’s practices, hospitals or shops.

Employees in Retail
A retail employee is every person employed in any premises where retail trade or business is carried

out, such as sales staff cashiers, stevedores, warehouse staff, including heads of departments, as well as employees in butcheries, fish markets, bakeries and hair dressing salons. Also note that every employer is obliged to display in his shop a table showing the names of his shop's employees, their working hours and their breaks, their free afternoons and/or mornings, their daily and weekly rest and their annual leave.

The total number of normal working hours must not exceed 38 a week and 8 a day. There is, though, a possibility for over-time work. Working longer than the above number of hours is allowed, if you give your consent and are paid over-time compensation. The maximum working time, including over-time work, must not exceed 46 hours a week or 10 hours a day. Every shop employee must work continuously during the daily working hours, with only one break of between 15 minutes and one hour. During the period from 15 June to 31 August each year, the break may be extended up to the length of the afternoon recess. Every week the employer must allow the employees who work a six-day week, three free afternoons starting at 2 pm or free mornings ending at 2 pm. Those working a five-day week must be granted either one free afternoon or one free morning. One of the free afternoons must be given on a Saturday every other week. If the store is open on Sundays, one of the free afternoons must be given on a Sunday every other week.

Hotel and Catering Employees
A hotel employee is any person engaged in hotel work, under a contract of employment or other employment relationship and includes any person employed in any restaurant or kitchen used for serving the hotel guests, but does not include the hotel manager. A catering employee is any person working under a contract of employment or other employment relationship, in a restaurant, cabaret, coffee-shop, music place, bar, night- club, tavern, club or any other place where food or drinks are consumed. Every employer is obliged to supply every hotel or catering employee with a professional booklet.

The number of working hours of hotel and catering employees must not exceed 48 a week, including over-time work. The number of working hours for hotel employees must not exceed 8 a day and may be spread over a maximum period of 13 hours, with no more than two breaks (three shifts). The number of working hours for catering employees must not exceed 8 a day, with no more than one break (two shifts).

The limit of over-time work for hotel employees is 9 hours a week. For catering employees is 8 hours a week, but it can be extended to 10 hours for certain reasons, for example for work necessary to avoid the deterioration of food. Every hotel or catering employee is entitled to one day off weekly, with full pay. If a catering employee is sick, their replacement is expected to work more than the normal working time, and be accordingly compensated, but these special measures can only last one week maximum.

Finally, catering employees under 18 cannot work more than 38 hours a week, and those under 16 cannot work more than 36 hours a week.

Miners and Quarry Workers
The working time of miners working underground must not in total exceed 40 hours a week or 8 hours a day. The total number of working hours of miners working on the surface must not exceed 44 a week or 8 a day. The total number of working hours of quarry workers must not exceed 44 a week or 8 a day.

Domestic Workers
The maximum working time for domestic workers from third countries is 7 hours a day, 6 days a week.

Leave

Paid Annual Leave

The minimum amount of leave days you are legally entitled to is 20 per year, if you work on a 5-day work week, and 24 if you work on a 6-day work week. If your work week is less days, then your paid leave is adjusted; for example, if you work for 3 days every week, you are allowed at least 12 days of paid leave per year (4x3-day work week). You must take that leave before the year ends, or if your employer agrees you can accumulate it for up to two years. You lose any remaining leave days that you did not use within this time framework. If you are fired before using all the leave days you are entitled to, the employer has to pay you for them.

The annual leave is paid through the Ministry of Labour. Your employer is obligated to put money every month to your Leave Fund, money which is taken out to pay for your paid annual leave. In recent years, it has become more and more common for employers to request to be exempted from the obligation to file contributions for leave purposes through the Central Leave Fund. In 2019, less than 1/3 of those registered in Social Insurance, also participate in the Central Leave Fund. As such, most

employers are obligated to pay for your annual leave out of their own pockets.

Keep in mind that the following are not part of your paid annual leave, and if for some reason they co-exist, the annual leave is interrupted, and it can be continued (or paid for in the case of the termination notice) later within the year:

- sick leave
- public holidays or holidays included in your employment agreement
- leave on grounds of «force majeure»
- any days you missed work because of a strike or lock-out
- pregnancy and maternity leave
- paternal leave
- parental leave
- the duration of notice your employer gave you before you are fired

Sick Leave

Sick leave is not included in the labour laws in Cyprus, but it can be part of collective or individual employment agreements. If the agreements do not provide for sick leave, then under certain conditions you are entitled to a social insurance benefit. Those conditions are the following:

- You worked normally and have paid your social insurance fees for at least 26 weeks (about 6 months)
- You became unable to work for a limited time due to accident or illness
- You have a doctor's certificate to prove it
- You are between 16 – 63 (or 65 in some cases) years old
- You are not getting your full wages while you are absent from work

You can start receiving the sickness benefit in your 4th day of absence. The employer has the right to not pay you for the first 3 days of absence, unless it is stated otherwise in the collective/individual employer agreement. The amount of the benefit is relevant to your average weekly wage. You can receive this benefit for 156 days every about six months; if you are temporarily disabled the benefit period can be extended to up to 312 days. After 13 weeks of work and if you have previously paid for another 26 weeks' worth of social insurance, you can receive this benefit again. If you are still receiving part of your wage while you are away from work (which can be part of your employment agreement), that money plus the benefit must not exceed your normal wages.

Hotel and catering employees are the exception to these rules; they are entitled to sick leave by law. They are not paid for the first 3 days of not working, unless their absence is due to a work-related accident. Hotel employees get 15 days of sick leave for working at least 6 months, and 24 days for at least 3 years. Catering employees get 10 days for working at least 6 months, and 18 days for at least 3 years. Another exception are domestic workers from third countries; they are entitled to 30 days sick leave with full benefits. Although the first 3 days of illness are not reimbursed (except in cases of stay in a clinic or hospital), the employer is obliged to supplement the difference between the allowance paid by Social Security Services and the total monthly salary if the absence last for more than 4 consecutive days.

Public Holidays

Public holidays are called that because only workers working for the government (the public sector) are entitled to them by law (and they differ depending on the community they belong). However, the private sector usually follows the public holidays of the Greek-Cypriot community (either due to tradition or due to collective/individual employment agreement).

Four categories of workers in the private sector are entitled to public holidays by law. Retail employees, catering employees and hotel employees get the following dates as paid holidays: January 1st, January 6th, Green Monday, March 25th, April 1st, Good Friday, Easter Sunday, Easter Monday, May 1st, Pentecost Monday, August 15th, October 1st, October 28th, December 25th and December 26th. If retail and catering employees work during these dates, they must be paid on a ratio of 1:2 (twice the normal hourly wage); for hotel employees, from the 1/1/2022 the ratio becomes 1:2,5 (and work on a Sunday must be paid 25% more). Domestic workers from third countries are also entitled to public holidays by law, but those are limited to January 1st, January 6th, Good Saturday, Easter Monday, May 1st, August 15th, October 1st, December 25th and December 26th.

Pregnancy and Maternity Leave

The Cypriot Labour Law prohibits any unfavourable treatment of women on grounds of pregnancy, childbirth or maternity and any misbehaviour or unfavourable treatment against an employee that is in a state of pregnancy, childbirth, breastfeeding, maternity or sickness due to pregnancy implications, is considered in the eyes of the law a discriminatory act against her.

If you are an employed woman who presents a certificate from a registered doctor stating the expected week of childbirth, you are entitled to maternity leave. Maternity leave is provided for 22 consecutive weeks, of which 11 weeks must be taken during the period that begins two weeks before the expected day of giving birth. Additionally, if you adopted or took into your care a child less than 12 years of age for adoption, you are allowed maternity leave for 20 consecutive weeks. Also, if you used surrogate maternity to obtain a child, you are entitled to 22 weeks of leave as well, provided that you have a court order for the acquisition of a child through surrogate maternity under the provisions, and a medical certificate by a registered doctor for the beginning of pregnancy. A surrogate mother (who gave birth to the child) on the other hand, is entitled to a leave of 14 weeks. In cases where there is a birth of more than one child (twins, triples etc), the right to maternity leave is extended by four weeks for each child. For the second child (regardless if it's by childbirth or surrogate mother), the number of weeks

is again 22; for the third child, the number of weeks extend to 26. In the case of premature birth, the number of weeks is increased by 8.

According to the law, pregnant female workers must be protected from the risk of termination of employment, firstly because they might be affected psychologically and physically and secondly, because it is important to avoid proceeding to a termination of pregnancy for the reason of fearing to losing their job. Once you have given your employer a doctor's certificate, the employer cannot lawfully dismiss you, unless the business goes bankrupt, or you are found guilty of a serious disciplinary offense or any other action that justifies the breakdown of the employment relationship.

If you inform your employer in writing that you are pregnant, you are protected from dismissal for a period ranging from the beginning of your pregnancy to five months after the end of your maternity leave. Specifically, during this period, an employer is forbidden by law to give you a notice to terminate employment, terminate your employment or take steps to definitely replace you.

In case the termination has been announced before you had a chance to inform your employer of your pregnancy, you can inform them with the necessary doctor's certificate within 5 days from the announcement and the termination must necessarily be revoked. You are entitled to be absent from work for prenatal examinations, without affecting your salary, provided that such examinations need to be carried out during working hours. However, you should give advanced notice to your employer and also produce the relevant medical certificate.

During the period of maternity leave, the employee receives pay and maternity benefits to such extent and under such conditions as the Social Insurance Law provides from time to time or from relevant collective agreements. Within the obligatory maternity leave any return to work requested by the employer is forbidden. If any such request is made, you are prohibited by law to go back to work. If the request is made during the non-obligatory weeks of the leave, you are allowed to decide whether you will return to work or not. Any negative consequences because of your refusal are also prohibited by law. It is also useful to know that pregnant workers are entitled to an extension of the maternity leave in case the baby's due date has passed.

Upon your return to work, you have the right to return to your position and enjoy the same rights in seniority, promotion or other benefits which relate to the employment as you would have had if you never left. Additional statutory rights are also attributed to you in order to facilitate breastfeeding as well as the increased needs of the child. Specifically, women who give birth and are breastfeeding or have increased responsibilities for the care/raising of the child, have the right, for a nine-month period commencing on the date of birth, or in the case of adoption from the date the maternity leave begins, to interrupt their employment for one hour or arrive to work one hour later or leave work one hour earlier; this one-hour period is considered working time (a surrogate mother does not have this right since this has been transferred to the biological mother). In addition, a working woman may interrupt her work for one hour for breastfeeding, pumping and storing breast milk, and the employer is obliged by law to provide her with all necessary facilities.

For the purposes of protecting the safety and health at work of pregnant women and women who have recently given birth, the relevant labour laws make the following regulations obligatory:

- Employers are obliged to assess any risks at work to the safety and health of employed women, women who have recently given birth and breast-feeding women, and take protection measures. Where the nature of the work involves any unavoidable risks, the employed woman must be transferred to another job. Where no alternative job is available, the employed woman is entitled to be absent from work as long as necessary, while still getting paid normally. The above-mentioned obligations of the employer apply also in the case of night-work, subject to the production of a relevant medical certificate.
- No employer can require a pregnant or breast-feeding employed woman to perform any duties for which the risk assessment has revealed involvement of a detrimental to safety and health exposure to specific agents and conditions, such as work involving exposure of the employed woman to lead, mercury, pesticides and other chemical substances, work in pressurized chambers, work involving ionizing radiation etc.

Paternity Leave

Every working father is entitled to paternity leave of two consecutive weeks and can take it from the birth of the child up to two weeks after the end of the maternity leave. He receives it when he has a child with a natural mother, either with a surrogate mother, or through the adoption of a child up to 12 years old. In the event that the mother dies before or during childbirth or during maternity leave, the right to paternity leave increases with the remaining weeks of maternity leave that the mother would have been entitled to if she had not died. The father is also entitled to paternity leave in the event of a stillbirth.

Paternity leave is covered by an allowance from the Social Insurance Fund, provided that the employee complies with the terms and conditions. The amount of the allowance is 72%, as is the maternity allowance. The father must give notice to his employer 2 weeks before the start of paternity leave. In case of premature birth, she informs the employer immediately and no later than the completion of the birth.

Parental Leave

A working parent, who has completed 6 months of continuous service with the same employer or who has been making contributions as self-employed for at least six months, is entitled to 18 weeks of parental leave for each child under 8 or adopted child under 12 or disabled child under 18. In the case of a widowed/widowed parent, parental leave is extended to 23 weeks. There is a minimum parental leave of 1 day and a maximum of 5 weeks per year. Of the total of the 18 weeks (or 23 weeks in the case of a single parent) only 8 are renumerated, with an allowance of 72% from the Social Insurance Fund provided that they comply with the terms and conditions. The allowance is distributed as follows:
1/1/2024-31/12/2024 –> 4 weeks with allowance annually
1/1/2025 –> 5 weeks with allowance annually.

Parental leave is provided under the condition that a prior written notice is given to the employer. The employer may refuse the granting of parental leave, if they have reason to believe that you are not entitled to such leave. However, before such refusal, the employer must inform the employee in writing of their intention not to grant the parental leave, and ask the employee to give, within seven days, the grounds of his/her alleged right to parental leave. Before deciding to refuse the granting of parental leave, the employer has to consider the grounds of the employee's belief that they are entitled to such leave. If the employer refuses leave, they must give the reasons.

The employer may also postpone the granting of parental leave after consultation with the employee concerned, for reasons related to the smooth operation of the undertaking. For example, when:

- the work is of seasonal nature
- replacement cannot be found
- a significant proportion of the workforce of the undertaking applies for parental leave at the same time
- a specific function of the employee is of strategic importance for the undertaking

Moreover, the employer is obliged, within two weeks after the submission of the application, to give the employee in writing the reasons for the postponement of the date of granting the leave. The postponement date cannot be later than six months from the date of notification of the postponement.

If the employer has good reasons to believe that the employee uses the parental leave for a purpose other than the care of their child, the employer may terminate the leave. Before terminating the parental leave, they must inform the employee in writing and ask them to give, within seven days, their own reasons and explanations as to the need of taking parental leave. The employer, before deciding on terminating the parental leave, must consider the reasons given by the employee. If the employer finally decides to terminate the parental leave, they are obliged to notify their decision in writing to the employee. The notification must specify the reasons and the date of termination. The date of termination must be at least seven days later than the date of the relevant notification, in which case the employee is obliged to return to their work.

The obligations and rights of the employee after the end of the parental leave are the following:

- The employee is entitled to return to work, in the same or similar job, which in no case can be inferior to his/her job before the beginning of the parental leave.
- After the end of the parental leave, the rights of the employee, acquired or in the process of being acquired, including those likely to arise from any changes in law, collective agreements or practice, are maintained.
- The period of absence on parental leave, is recognized and credited as insurance period under the Social Insurance Laws.
- The period of absence on parental leave is deemed to be a period of employment in calculating the employee's annual leave with pay. Parental leave does not count against annual leave.
- The period of absence of the employee on parental leave is deemed to be a period of employment for the purposes of the Termination of Employment Law.

An employee, who takes parental leave, should within three months from end of each period of such leave, apply to the Director of Social Insurance Services by completing the relevant form (available at the Social Insurance District Offices or the Citizen's Service Centres) in order to be credited for the period of the leave.

Note that the right to parental leave is individual and non-transferable except the cases where the father has already received parental leave of at least two weeks, and they are entitled to transfer two weeks of his leave to the mother. This exception follows the regulations of the European Union that allow the right to parental leave to be partly transferable amongst the parents under the condition that at least one month will remain non-transferable, so that fathers are encouraged to make use of it.

In addition to leave, an employee, who is a parent of a child up to eight (8) years of age or provides care, has the right to request flexible work arrangements for care reasons, provided that they have completed six months of continuous employment with the same employer (in the case of consecutive fixed-term contracts, all such contracts with the same employer are taken into account for the calculation of the six-month period). The employer examines and processes the request for flexible arrangements and informs the employee in writing of its decision within one month from the submission of the request. When considering a request for flexible working arrangements, the employer takes into account the needs of both themselves and the employee; the employer may approve the request and agree with the employee the period of implementation of the arrangements, postpone the implementation of flexible working arrangements, or reject the request. Before postponing or rejecting the request, the employer takes into account the employee's

representations, and informs them in writing of their decision, justifying the reasons for the postponement or rejection. At the end of the agreed period of application of the flexible work arrangements, if and as long as these are of limited duration, the employee has the right to return to the original form of employment. The employee has the right to request to return to the original form of employment before the end of the agreed period, as long as this is justified by a change in circumstances, which necessitated the application of flexible work arrangements. The employer examines and processes the request for an early return to the original form of employment taking into account the needs of both the employer and the employee.

Leave on Grounds of «Force Majeure» and Care Leave

Every employee has the right of leave on grounds of «force majeure». This is unpaid leave of up to 7 days a year, for emergency family reasons regarding an illness or accident of a member of your family which is dependent to you (child, wife, husband, parent, brother, sister, grandfather or grandmother). In addition, employees are entitled to 5 days unpaid care leave per year, as long as the need is documented by a medical certificate and the employer is notified in time. Care leave means permission from the employer for the employee to provide personal care or support to a relative or person (living in the same household as the employee), who is in need of significant care or support for a serious medical reason. Both these leaves can be taken all together or in parts throughout the year, and your employer is forbidden from not allowing you to take them and from treating you badly or firing you because you took them.

Protection of Rights

As with maternity leave, any acquired or pending rights of employees on the date of commencement of paternity, parental and care leave, as well as leave on grounds of «Force Majeure», must be preserved until the date of expiry of such leave. Upon termination of the leave, the aforementioned rights shall apply, including any changes resulting from the applicable legislation, collective labor agreements or practice applicable. Taking any of the leaves mentioned above do not negatively affect employees' seniority or their right to promotion or return to work in equivalent positions with the same level of remuneration and benefits. Employees who have received these leaves, benefit from potential improvements in working conditions, from which they would have benefited if they had not received the leave, except commissions calculated solely on the basis of the quantity and/or value of the work produced. The time of the employee's absence from work, is counted as working time for the calculation of annual paid leave, as well as for the purposes of applying the Termination of Employment Law.

Termination of Employment

Legal Termination

In theory, Cyprus' Labour Law allows for termination of employment for very specific, clearly defined reasons. If you are fired for any other reason (including the constructive dismissals mentioned in earlier chapters) it is considered illegal, which means that you are entitled to compensation and, in some cases, to get your job back. You can legally lose your job for the following reasons:

- You have a fixed-time (temporary) employment contract, and it has expired.
- You have reached retirement age (65 years old). You can continue working past that age if your employer agrees, but they can fire you anytime without compensation or notice.
- For reasons of «force majeure», for example an act of war, revolt, act of God or destruction of the workplace by a fire not caused by the employer in any way.
- You failed to perform your work in a reasonably efficient way.
- Extremely bad behaviour.
- Redundancy (over-staffing).
- Voluntarily quitting your work.

Keep in mind that it is your right to get a certificate of previous employment from your employer, no matter the reason why you lost your job. The certificate must state the duration of your employment and the kind or duties of work you performed while working for them. The employer is obliged to give you this certificate, and they are forbidden to write in it any negative comments or reports about you. This certificate is necessary to apply for unemployment benefits.

Failing to perform work with reasonable efficiency is the most major and common reason to fire an employee. It should be noted that you do not have to work with the «utmost efficiency», but not working with a «reasonable efficiency» can get you fired. The laws are very vague on this matter, so it is up to the courts to define what that means in each case. The following are common excuses under this category:

- not performing your duties at work in a complete and satisfactory manner
- being late to work
- missing work without an excuse
- a low level of efficiency
- working slowly without reason
- permanent health issues that affect your performance

Keep in mind that there is a procedure for the employer to follow if they want to fire you. First, the employer must warn you that you are in danger of getting fired – if it is possible in writing – and give you advice as well as a certain time frame to improve your performance. If after that deadline they still want to fire you, they must give you a notice of termination.

If you were working for them:

- for over 6 months, you get 1 week's notice
- for over a year, you get 2 weeks' notice
- for over 2 years, you get 4 weeks' notice
- for over 3 years, you get 5 weeks' notice
- for over 4 years, you get 6 weeks' notice
- for over 5 years, you get 7 weeks' notice
- for over 6 years, you get 8 weeks' notice.

Even if you do not work during the notice period, you are considered employed until the notice expires and you must be paid for it. The employer has the right, instead of asking you to work during the period of the notice, to just pay you the relevant wages in order to get rid of you more quickly. During the notice, you may, by agreement with your employer, be absent from work up to eight hours per week with a maximum of 40 hours, without losing earnings, for the purpose of finding a new job. If you find a new job, you can leave the service of your previous employer without any notice. In such a case, however, you are not entitled to be paid for the remaining of the notice period.

Providing warning to an employee who is absent from work due to incapacity for work is prohibited for a period of up to six months from the first day of her absence. Additionally, the employee's notice period is suspended if said employee becomes incapable of work as a result of an occupational accident that occurs during the notice period.

It is important to note that for the first 26 weeks (6 months) of employment you can get fired without notice or compensation. Since 2023 this trial period cannot be extended in any way. This unreasonably long trial period was found violating the European Social Charter by the European Committee of Social Rights on numerous occasions. The Committee considers that trial periods, especially those of unreasonable length, are a violation of worker rights, since all employees under an employment contract must have some protection against termination, including a period of notice; Cyprus, however, has yet to comply to those decisions.

You can be immediately fired without notice or compensation (summary dismissal) for the following reasons:

- a serious work-related misconduct
- breaking the law during work, without the silent or expressed approval of your employer (in that case they are to blame)
- unacceptable behaviour while at work
- serious or repeated braking of the rules imposed by your employer or any other employment-related rules

Generally, the test that the courts use to define if the behaviour was unacceptable and justified the firing of the employee, is asking the question «Would the employer hire the employee if they knew they would act in such a way? ».

The following guidelines are also to be followed when examining these cases:

- Misconduct incompatible with the expressed or implied conditions of employment justifies a summary dismissal.
- Each case must be examined individually.
- A single isolated action or misconduct does not justify a summary dismissal, unless it has serious consequences.
- The wilful disobedience of any legal and reasonable order of the employer justifies a summary dismissal.
- For foul language or rudeness during work to justify a summary dismissal, the courts must take into account not only what was said, but where it was said, for example if it took place in front of customers.

In the case of summary dismissals, the employer must fire you within reasonable time after you acted in an unacceptable manner. Even if it was a very serious offense, they cannot hold you accountable for it forever. Also, for the summary dismissal to be legally acceptable, it must be deemed the reasonable conclusion of a fair procedure by the average prudent employer. What this means in simple words, is that your summary dismissal is not justified when:

- the actions of the employer in the past made you think that such behaviour is accepted or would not be punished by firing
- when the decisions of the employer in the past support the claim that the reason for firing you was not really your behaviour
- when the decisions of the employer in similar cases or conditions show that it would not be reasonable for them to fire you

Keep in mind that you have the right to defend yourself and justify your behaviour, before being summarily dismissed, since a consultation between you and your employer is part of the «fair procedure». However, this right is not absolute; you can only exercise it when the objective conditions allow for it, and even if you exercise it, the employer can fire you anyway if they do not find your explanations reasonable.

You can be fired for reasons of redundancy, which are limited by law to the following:

- If the employer moves or is planning to move the workplace to a different place, one which you are not expected to be able to work at, for example in another country. If you are willing and able to move with the workplace, the redundancy is not valid.
- If the employer introduces new methods or technology, which reduce the number of necessary employees.
- If similar changes are introduced, which make certain jobs or work-duties obsolete.
- If departments are abolished.
- If the employer is having trouble with finding money for their company.
- If there is a lack of orders or raw materials or means of production.
- If the workload is decreased (which is the most common reason for redundancy).

Keep in mind that your employer can not just tell you that you are being fired for redundancy reasons, they

must notify the Ministry of Labour one month before and provide them with all the information of the affected employees. If you believe that your employer was not really firing you for reasons of redundancy, you can take your case to the Labour Disputes Tribunal. The employer must then prove that there were objective reasons of redundancy, and that there was nothing they could do but fire you. If there was an option to offer you an alternative job, then the employer must do so and is not allowed to fire you. Also keep in mind that if your employer begins hiring employees within 8 months of firing you for redundancy reasons, you have priority to get rehired.

If you lost your job for reasons of redundancy, in Cyprus you are entitled to a benefit from the Redundancy Fund, but only if you are under 65 years old and you have worked for the specific employer that fired you for at least 104 consecutive weeks (unless you are a dockworker, in which case it does not have to be for that same employer); the weeks that are taken into account are those that you worked for at least 18 hours. The benefit is between 2 and 4 weeks' daily wages, depending on how long you were working for that employer. If your employer offered you an alternative job in their company, or in any other they work with, and you unreasonably declined, you lose the right to this benefit. If you believe that the Redundancy Fund declined your claim unfairly, you can take the matter to the Labour Disputes Tribunal within 9 months after the negative reply of the Fund.

You can quit your job in writing, verbally or by just stop going to work. If your resignation can not be proven a case of constructive dismissal (which we will examine later), you are not protected by the laws and you are not entitled to any compensation. Cases that fall under the category of voluntary resignation are the following:

- quitting your job after your employer refused to declare you redundant
- long unjustifiable absence for being sick
- quitting a long time after an event (e.g., the negative behaviour of your employer) that could justify your resignation as constructive dismissal took place
- quitting after your employer refused to give you a raise or improve your working conditions
- quitting after refusing to accept a legal transfer
- quitting after your employer refused to sign the relevant collective agreement
- pseudo-fired after you requested to be fired
- over-sensitivity to an objectively accepted behaviour of your employer

If you decide to quit a job you have been working for over 26 weeks (about 6 months), you are obligated to give notice beforehand to your employer. Specifically, for:

- 26-51 weeks of employment, you must give a week's notice
- 52-259 weeks of employment you must give 2 weeks' notice
- over 260 weeks of employment you must give 3 weeks' notice

Keep in mind that those are the minimum periods; it is not uncommon for the individual employment agreement to include longer periods of notice, and if you fail to provide the necessary notice the employer has the right to cut money out of your last pay check (so quit right after they paid you your last salary, and make sure they do not owe you any leave days).

Illegal Termination

Any termination of employment not based on any of the above reasons is considered to be illegal. In other words, your employer must prove that they fired you for a valid reason or else you can claim compensation and, possibly, to get your job back. In addition, employers are not allowed to fire you for the following reasons:

- for being a member of a trade union, or a health and safety committee
- for taking part in trade union activities during your free time, or during your work if your employer consents
- for pregnancy and maternity
- for reasons of race, colour, sex, gender, family status, religion, nationality, political views and social origin
- for an in good faith submission of a grievance
- for taking part in procedures against your employer, if they are suspect of breaking the law

If your termination of employment is illegal, you are entitled to compensation (back pay); however, that is the case only if you employer fired you unilaterally, and if you have completed the trial period (6 months maximum). The unilateral (one-sided) termination of employment by the employer can be done in writing, verbally or even silently, as long as it is clear that they want you to stop working for them. During the trial period, your employer can fire you without notice or excuse; if you take your case to court, then you must prove that they fired you for any of the reasons listed above.

The Labour Disputes Tribunal decides whether your termination is legal, and how much back pay you will receive if it is illegal. The most important criteria that define the amount of back pay are the following:

- your daily wages and the rest of your income
- how long you have been working for that employer
- any loss of career prospects
- the real conditions of your termination
- your age

Note that the back pay cannot be more than 2 years' worth of wages, and not less than the benefit you would receive if you were declared redundant. If the back pay is equal to up to 1 year's wages, it is paid entirely by your employer. If it exceeds the wages of 1 year, the extra amount (up to 1 year's wages) is paid by the Redundancy Fund, even though your employer is to blame for illegally firing you. If it is

decided that you are entitled to a larger back pay than 2 years' wages, then the Labour Disputes Tribunal is unable to decide on the amount, and the case is transferred to the District Court.

In addition to back pay for illegal termination, you are entitled to any accrued wages, for example any pay your employer owes you, the percentage of annual leave you have not taken, the percentage of the 13th salary (if you are getting a 13th salary) and, if your employer did not give you a notice of termination, the relevant compensation.

It is important to underline that, in addition to back pay and any other compensation, the Labour Disputes Tribunal can force your employer to give you your job back if:

- your employer employs more than 19 employees
- your termination is blatantly illegal
- you ask that you get your job back and the circumstances justify it

If you get your job back, your back pay cannot exceed the wages of 1 year.

The final form of illegal termination is the constructive dismissal, which is the case of the employer forcing you to quit your job. We already examined the case of constructive dismissal by your employer acting contrary to the terms of your employer contract and how you can legally react to it during the first meeting. Other cases of constructive dismissal are the following:

- the employer putting your job on hold without your consent, and only asking you to work when the company's workload demands it
- changing your job duties, your position, your rank or the terms of employment
- giving you any duties other than those defined in the employment contract
- breaking the employment agreement by moving the workplace
- changing your work schedule from continuous to intermittent, or forcing you to work on a shift system
- not paying you on time or often being late in paying you your wages
- not giving you the agreed raises
- if the employer gave you a car for private use and they took it back
- not offering you work to do
- changing your work from full-time to part-time without your consent
- not offering the necessary support during period of increased workload
- cases of offensive and/or diminutive behaviour or cases when the employer does not show the necessary respect to a manager thus undermining their authority in the eyes of their subordinates

If you quit for any of these reasons, you can file for a case of constructive dismissal with the Labour Disputes Tribunal; keep in mind though that, unlike the case of being fired, in which case the employer has to prove that they fired you for a legitimate reason and following the right procedure, in constructive dismissal you have to prove to the court that you were forced to quit.

It is also important to keep in mind that there is a right procedure and a time frame for filing for constructive dismissal:

- You must declare your disagreement with what the employer is doing as quickly as possible, even if you do not quit your job immediately. If you keep working with the changed terms and not declare your disagreement, it is considered a silent acceptance.
- If you voice your disagreement, you can continue working for a limited time. This limited time is unfortunately a case-by-case situation and is heavily depended on the duration of the period of employment up until that point; to be on the safe side, it should not last more than a month. You have every right to look for a new job during that period.

Finally, note that it is irrelevant to the court whether your employer wanted you to quit when their actions or behaviour forced you to quit. In addition, when you are forced to quit your job, you do not have to notify your employer how you feel about quitting, which means you do not have to tell them that you feel you are being forced to quit, in order to take your case to the court.

Special Rules

Missing Work due to Sickness

The law protects you from being fired while away on sick leave. Specifically, the employer cannot fire you nor give you a notice of termination for a period of up to 12 months from your first day of absence; this protected period is even extended by the ¼ of your total absence. For example, if you were out on sick leave for a period of 4 months, you are safe from being fired for 5 months – the 4 months you have been away plus one more month after you returned to work. The maximum period of protection is 15 months, which are the sum of the maximum period of sick leave you are entitled to (12 months) plus the ¼ of that period (3 months).

Mass Layoffs

If a number of employees working in the same private company are fired within 30 days, the law recognizes their dismissal as «mass layoffs», which must follow certain procedures in order to be legal. The rules defining mass layoffs are the following:

- 10 employees are fired in a company employing 21-99 employees in total
- the 10% of employees are fired in a company employing 100-299 employees in total
- 30 employees are fired in a company employing over 300 employees in total
- Companies with less than 21 employees are excluded from the laws

In the case of a mass layoff, the employer is obligated by law to a procedure of information and consultation with the representatives of the employees. During the information procedure, the employer must timely and in writing inform the representatives about the following:

- the reasons behind the planned firings
- the time period in which those firings will take place
- the criteria the employer is going to use to choose who to fire
- the number and the occupational categories of the soon-to-be fired employees, as well as the total number of employees in the company
- the method of payment in regard to the layoffs, since most of the time mass layoffs happen for reasons of redundancy

During the consultation procedure, the employer must discuss with the representatives possible alternatives to firing the employees, as well as how to possibly reduce the negative impact of the firings for the employees. Although the consultation procedure is obligatory, it is not necessary to have results; if it fails, the employer is free to continue with the mass layoff.

It is very important that, according to the labour laws in Cyprus, only legally recognized trade unions can act as representatives for the employees. If there are not any trade unions recognized by the company, the information and consultation procedure's law cannot be upheld, and the employer is free to do as they please. Moreover, even if employers are found guilty for breaking the law regarding mass layoffs, Cypriot Labour Law does not oblige them to rehire their employees; the guilty employer must only pay a very low fine.

Transfer of undertakings

Transfer of undertakings is when an employer sells their company to another employer or when a certain task at a workplace is performed by a new company; for example, when the company responsible for cleaning a hospital changes. The laws and regulations concerning the transfer of undertakings and what happens with the employees working for those companies or performing those specific duties, are many and complicated both on the national and the European level. What is important to keep in mind is that the transfer itself cannot be the reason behind firing any employee or worsening the conditions of their work. In addition, the vast majority of the rights and privileges you were enjoying must be transferred with the undertaking, including any collective agreement the previous employer had signed.

Individual Action Against Violation of Rights

The Labour Disputes Tribunal has the exclusive authority to decide over the following matters:

- Every labour dispute regarding the laws about part-time work and temporary contracts, discrimination and equal treatment at work, wages, working time, leave and termination of employment.
- Every independent claim regarding everything that is included in the employment contract; collective employment agreements are not legally binding, but their content is nonetheless taken into account by the court.

Illegally employed third-country nationals have the right to report, either directly or through trade unions, their employer to the Labour Disputes Tribunal.

Keep in mind that there is a statute of limitations (a time frame to report an issue to the court after the law was broken) of 12 months. That means that you have 12 months to report your employer and/or make a claim with the Labour Disputes Tribunal; if you report it later than that, the court is unable to act. There are even further limitations to this regarding the Redundancy Fund and constructive dismissals, that we already presented.

You are legally protected from any negative consequence for reporting your grievance to the court, or for testifying on a case. The Labour Disputes Tribunal has the ability to fine your employer, order compensation and give you your job back, depending on the circumstances. If you believe that a verdict of this court is not following the laws properly, you can make an appeal to the Supreme Court within 42 days. Keep in mind, however, that your appeal can not be about the events of the case; those can only be examined by the Labour Disputes Tribunal.

As we mentioned before, the labour laws of both Cyprus and the European Union are providing extra protection for matters of discrimination, unequal treatment and harassment. First, in case of discrimination or harassment there is a partial reversal of the burden of proof; if you provide the court with enough evidence that you were possibly discriminated against (or sexually harassed), it is the employer who must prove themselves innocent by proving that their actions were not a form of discrimination. The employer is partially liable even if the discriminatory behaviour or harassment was done by another employee and if they in any way encouraged it, even by mistake; the true intentions of the employer (whether they meant to discriminate against you or not) are irrelevant in the eyes of the court.

In addition, the decisions of the Court of Justice of the European Union have empowered the Cypriot courts to disregard the 2 years' wages limit of compensation in case of a termination of employment, if you were fired for reasons of discrimination. Moreover, even if you were fired during the first 6 months, which is considered a trial period, you can still ask the court to find your termination illegal, if you can believe that you were discriminated against. Keep in mind, however, that

you must provide the court with enough evidence that you were discriminated against first; only then must the employer prove their actions were not a form of discrimination.

Finally, if you do not want to take your case to the courts for any reason, you have two additional options; you can file a grievance with the Labour Inspections Service and/or with the Commissioner of Administration and Protection of Human Rights (Ombudsman). Those two government agencies have the right to perform independent investigations and give fines to employers breaking the relevant laws. However, you can go to them only if you have not taken your case to the court, and if you decide to go to court after their investigation began, they have to stop that investigation.

Trade unions and non-governmental organizations (NGOs) can also report an issue to the Ombudsman, and you can make an online complaint (even an anonymous one) to the Labour Inspections Service through the Department of Labour Relations' website. Keep in mind that calling upon the Labour Inspections Service or the Ombudsman does not postpone the statute of limitations (12 months) for taking the matter to the Labour Disputes Tribunal. Also keep in mind that both these agencies can only fine the employer; they cannot provide you with any compensation.

It is important to mention that in 2020 the Labour Inspections Services were unified, in order to include all the labour laws (with the exception of the law about termination of employment) in its jurisdiction, as well as (slightly) raise the amount employers must pay when they break the law. As such, you can report any violation of a labour law (with the exception of the law about termination of employment), to the Labour Inspections Service, even anonymously and/or online if you choose. As regards the Ombudsman, you can only report cases of discrimination.

Problems and Issues with Individual Action

As we are sure you can imagine, each of these above «solutions» come with numerous problems and issues. First, let us examine the option of taking your case to the Labour Disputes Tribunal. A few of the most major issues with this option are the following:

- Hiring a lawyer and taking your matters to court costs a lot of money, and if you lose the case, you have to pay for everything.
- You get back most of that money if you are victorious, but the courts take months or even years to decide on a matter, and all that time you have to pay the legal expenses yourself.
- Many of the issues you can take to court are about losing your job, meaning you have to find another job to support yourself.
- Migrants, especially those from outside the European Union, have to keep working in order to stay in the country. In addition, there are numerous reports of migrant workers getting in trouble, deported even, for filling complaints against their employers.
- History has shown that the courts are more inclined to believe the employer and not the employee.
- Even if you are victorious in court, there is no guarantee that you are going to get your job back; even if the criteria we have mentioned are met it is up to the court to decide.
- The minimum and maximum limits to compensation and fines are too low, so they fail to discourage employers from violating your rights.

This issue of low fines is also a problem with filing a complaint with the Labour Inspections Service. As it stands right now, the law about the new Labour Inspections Service defines a maximum fine of €5000. This means that it does not matter how many violations of rights and laws the employer is caught doing, or how many employees those violations affect, the maximum amount of money a labour inspector can fine an employer is €5000, raised to €10000 if it is a repeated offense.

These amounts are breadcrumbs for any company other than the smallest ones. Keep in mind that there is no minimum limit, so the fine can be as low as the labour inspector wants. It should be clear that it is much more profitable for employers to violate as many laws as possible, and pay the €5000 or €10000 fine when and if they are caught.

Another major issue with the Labour Inspections Service is under-staffing. Although the number of personnel was raised in 2020, there is still a very limited number of labour inspectors and assistant labour inspectors (who are on a fixed-term contract), whose job is specifically to check if the labour laws are followed.

Keep in mind that in Cyprus there are more than 105,000 workplaces; the Labour Inspections Service is happy if it manages to perform 1000 superficial inspections per year. It is also important to keep in mind that many of those 105,000 workplaces are private residences, where domestic workers work. Private residences enjoy special protection from inspections, and this privilege is ensured by the new law; a fact that guarantees the continuation of the illegal over-exploitation of domestic workers, not to mention the danger of harassment, discrimination and even physical harm many of these workers are facing.

It is indeed a very bleak picture for the workers in Cyprus, both migrant and native. Truth be told the situation for workers all around the world is very bleak; with the possible exception of those workers who do not have to face their employers alone!

PART II

COLLECTIVE WORKERS' ORGANIZING AND INDUSTRIAL ACTION

When the union's inspiration
Through the workers' blood shall run
There can be no power greater
Anywhere beneath the sun
Yet what force on earth is weaker
Than the feeble strength of one?
But the union makes us strong!

Ralph Chaplin, «Solidarity Forever»

Joining a Major Trade Union

Pros

The European Union Labour Law, the Cypriot Constitution and the Cypriot Labour Law protect your right to create and join trade unions. An employer is not allowed to not hire you because you are a member of a trade union (also for not being a member), as well as to ask you either to sign that you will not become a member or to quit your trade union. The employer is also not allowed to fire you for being a member of a trade union, or for taking part in union activities in your free time (including breaks); if the employer has given their consent, you can even take part in union activities during working time too. So let us make this as clear as possible from the beginning: if there is a trade union representing employees of your occupation or sector, you should visit its offices and join it.

There are a lot of benefits for being a member of an established, major trade union. Take collective agreements for example. Trade unions sign collective agreements with employer organizations, agreements that set higher standards on wages and working conditions than the individual employment contracts or the laws that provide the bare minimum. Keep in mind that you do not have to be a member of a union to be covered by a collective agreement; it is obligatory by law that a collective agreement at a company or sector must cover all employees. However, in order for a trade union to have the power to sign a good collective agreement it need a great number of members working in that sector or company. Moreover, trade unions can pressure the government to turn even collective agreements in the private sector into laws, like they have in recent years in the construction and in the hotel industries.

In addition, if your employer violates a collective agreement, you simply cannot sue them because the agreement was signed between the employers and the trade unions. So, only the trade unions which signed the agreement can take legal action against such violations, and the more members they have the more aware they can be about these violations, as well as being more pressured to act against them.

Another great potential benefit is legal cover for personal grievances. If you decide to take a case to court, a union can provide you with financial aid as well as legal advice, in order to defend your case successfully. Moreover, as it was mentioned before, most of the employers' legal obligations for consultation with their employees, for matters like mass layoffs for example, only occur when there is a recognized trade union representing workers in that company or sector. Without a recognized trade union (we will examine union recognition later on), an employer can pretty much do whatever they want, whenever they want.

Because of these benefits, many workers who are cautious and suspicious of major trade unions (for reasons which will become clear shortly) choose to join them; in fact, the IWW has long been promoting a tactic called dual-carding, which means being a cardholding member of both the IWW and a major trade union. In Cyprus, the public sector is dominated by the Pancyprian Trade Union of Public Employees (PASYDY), which competes with many smaller trade unions which organize specific sectors or categories of employees. Public educators are not considered public employees, and as such they have their own trade unions. There are different competing factions within each of those 3 trade unions. The private sector is mostly organized by three trade union federations (which are comprised by sector-specific unions), the Pancyprian Federation of Labour (PEO), the Cyprus Workers' Confederation (SEK) and the Democratic Labour Federation of Cyprus (DEOK). Some sectors, like bank employees, are dominated by sector-specific unions that are independent from these 3 federations, and there are also company-specific trade unions, mostly in major quasi-public enterprises.

Cons

Unfortunately, there are some serious issues with the major trade unions not only in Cyprus but in general. Those issues are deeply rooted in the way these organizations think and operate. The main trade unions in most countries are all about sitting down with employers (and in countries like Cyprus also with the government) and have a dialogue, in an effort to solve the issues at hand without upsetting the social peace. This method of promoting labour rights is called «lobbying», and although it can be beneficial at times, it does lead to some serious issues:

1) In order to discuss and cooperate effectively with companies, major trade unions grew to resemble companies themselves. Those business trade unions, as they are called, treat their membership as paying customers. Furthermore, most provide support for their members only if they have something to gain out of it. For example, in most cases a major trade union will provide you with financial/legal aid only if they are sure you are going to win and so they are going to get their money back.
2) In many countries business trade unions compete with each other (similarly to the companies they mimic) for signing the most agreements, leading to offering better terms to the employers during negotiations.
3) Their primary concern regarding members is that they pay their subscription to the union. Furthermore, they are only interested in those categories of workers who can pay the larger subscriptions and/or who are registered voters so that they can be used to pressure the government.
4) As such, most major trade unions lost all interest in properly organizing their members to be active within the union and within their workplaces. Trade unions used to be the workers themselves united in one voice; being a member of a major union nowadays is more like buying a service,

and as a member/customer you expect to get something for your money.

5) Both business trade unions and their members lack the will and the experience to actually mobilize and fight successfully when needed. Since all they do is lobbying, organizing strikes and other industrial action is no longer part of their normal mode of operation.

Now let us examine how those characteristics are manifested in Cyprus. First, the major trade unions on the island are not immune to the trade unionism crisis that is happening around the world for decades now; they are losing members, so they are becoming weaker. Now that trade unions do not have that many members, and lack the ability to strike effectively, employers and governments do not take them that seriously at the bargaining table. Right now, only 45% of the country's working population is covered by one of their collective agreements. Their lack of power is shown even in sectors where there are collective agreements, showcased by their unwillingness to take action.

Second, the trade unions in Cyprus do not seem really invested in organizing recruitment drives for migrant workers, either from the European Union or from third countries both. Trying to recruit migrants and failing, or not bothering to try at all, is actually a big problem with unions all across the European Union, and a great concern for the survival of this form of trade unionism in this multicultural economy we live in. A similar issue concerns young workers, both native and migrant. Trade unions have lost any appeal to youths they might had in the past, and their efforts – if there are any – to gain back that appeal are failing. As a result, the membership of the major trade unions on the island is ageing and retiring.

Another serious issue is about competition. Unlike other countries, and contrary to their conflicting ideologies and early history, the major trade union federations in Cyprus (PEO and SEK) have a very high level of cooperation. All collective agreements (sectoral and company-level) are signed by both of them, and they cover non-members too. However, all the trade unions in Cyprus compete for paying members and they are hostile to any new trade unions and independent unionizing efforts. Many unions, in fact, consider dual-carding a threat and forbid their members to be members of other unions.

One significant characteristic of major trade unions in Cyprus is that they have strong ties with certain powerful political parties. PEO is connected to the Progressive Party of Working People (AKEL), SEK with the Democratic Rally (DISY) and DEOK with the Movement for Social Democracy (EDEK). They claim that this gives them access to the government at all times, regardless of which party is in charge. Indeed, some would argue that having political ties is not always a bad thing, as long as the political party serves the interests of the union and its members. Sadly, history (especially the recent decade) has proven that more often than not, those ties prevent the trade unions from properly representing the interests of their members, instead of the other way around.

Finally, many employees find that the major trade unions are unwilling to offer them assistance, especially when that assistance is not related to an actual violation of a legal right or a collective agreement. It needs to be understood that, with lobbying being the main function of major trade unions and with Cyprus being a small country, trade unions have developed close relations with employers and employers' organizations. Hiding behind their dedication to «labour peace», is very often their unwillingness to disrupt those relationships.

The Industrial Relations Code

The tripartite cooperation (employers' organizations, major trade unions and the government) that dominates employment relations in Cyprus is based on an agreement dating back in the late 70s called the Industrial Relations Code. This Code showcases the dedication of all sides to labour and social peace.

The Code is a «gentlemen's agreement», meaning it has no legal power. However, it is highly accepted and respected by employers' organizations, the government and most trade unions in Cyprus; moreover, courts dealing with labour disputes always take the Code into consideration. To fully understand what most trade unions in the country are willing to do, and how they do things, this Code must be examined.

This Code sets the fundamental principles that must characterize employment relations:

- The right of both employers and employees to freely join the organizations of their choice.
- The right to collective bargaining and the signing of collective agreements as the main form of defining the terms of employment and payment.
- The obligation to bargain in good faith.
- The obligation to abide by the contents of a collective agreement.
- The obligation to abide by the conventions of the International Labour Organization that the government has signed and ratified.
- The obligation to abide by the rules set up by the Code.
- The categorization of employment issues into three categories; those that are a matter of collective bargaining (wages, working hours, leave etc.), those that the employer has the final say but must first consult with the trade union (disciplinary action, opening hours of the business etc.), and those that the employer has every right to decide by themselves (defining production, costs, control systems etc.).
- The categorization of labour disputes into two categories: disputes over rights and disputes over interests. Disputes over rights are those that are caused by different

interpretations or applications of an already signed collective agreement or existing terms of employment, as well as those caused by a grievance of an individual employee; according to the Code, disputes over rights cannot be a cause of a strike or lock-out, they must be solved by the government, either with intervention or obligatory arbitration. Disputes over interests are those caused by disagreements over the signing of a new collective agreement or the renewal of an already existing one. Disputes over interests can be a cause for a strike or lock-out, but only after the disagreeing parties (employers and trade unions) have asked the government to intervene and solve their issues; if the intervention is not satisfactory in any way, then and only then are the parties free to use industrial action likes strikes or lock-outs.

- The obligation of trade unions to discipline their members so that strikes do not happen while a collective agreement is in effect, and to suppress any unofficial strike by any means possible.

An important issue that stems from this Code is the direct connection between industrial action and collective bargaining. Although collective agreements are important, it was long established that industrial action is impeded when it is only used for this objective. The history of the labour movement has proven that unions and organised workers which rely on direct action and not on collective bargaining achieve much more. Even the committees of the International Labour Organisation (ILO) consider industrial action as a general right, which should not be only about promoting collective agreements.

One significant reason behind this is the simple fact that workers and trade unions which are always prepared to act against anything they consider problematic, are much more effective than those who only act when it is time to renew a collective agreement (every few years). This effectiveness, of course, affects also the struggles for better collective agreements. An old saying in the labour movement is «collective bargaining without collective action is collective begging». It is no accident that many collective agreements in countries around the world (including Cyprus) include a no-strike clause for the duration of the agreement.

It should be clear now that this Code is the main reason behind the complacent attitudes of most trade unions in Cyprus. The Code safeguards labour peace, something that, for better or worse, workers do not mind during times of economic prosperity. But what is to be done in times of economic crisis or depression, when our labour rights are constantly violated or taken away, and even the major trade unions are too weak and unwilling to react? When the existing workers' organizations are actively refusing to be reformed, the only option left to workers is to create new ones.

Creating Your Own Union

How to Establish a Trade Union

There are many reasons why a group of employees might decide that there is a need to create their own union. Some might be directly or indirectly excluded from the existing ones, because they are young or migrants for example. Others might feel that the existing trade unions are too weak and complacent to properly defend their rights and advance their interests. Finally, there is a big chance that there is no trade union representing their sector or occupation.

In order to establish a trade union, you need to register it with the Trade Union Registrar and the Trade Union Registration Service. For your registration application you need mainly three things:

- at least 20 members employed in the same sector, occupation or company (at least 7 of them must sign the application form)
- 2 copies of the union's constitution
- a head office

You have to send your application (and a low registration fee) within 30 days after forming the union, or you will have to pay a fine. Only registered trade unions can enjoy the rights and privileges that the law provides. Unions without registration, or with revoked/denied registration, are forbidden from taking any action. The Registrar can ask for additional information to make sure your application is legitimate. They can ask you to change the name if there is another union with a similar name, or if they consider it misleading. They can also reject your application, if it does not follow the goals defined by the law. If your union covers more than one occupation, it has to provide equally for all the occupations it covers, or else the Registrar can reject your application. If you disagree with the Registrar's decision you can appeal within 15 days to the Ministerial Cabinet, and if the Cabinet upholds the rejection you can appeal to the Supreme Court. The Supreme Court's decision is final.

Union members

Any employee over 16 years old can be a union member, as long as they truly have a job that is covered by the union. Temporary unemployment or a change of occupation is not a valid reason to revoke a union membership, as long as the member is still paying their union dues (their monetary subscription). Only union members over 21 years old can be elected union officials.

Union Constitution

The constitution must be in written form, and a copy of it must be exhibited in every registered branch of the union. A constitution must include at least the following:

- The union's name, head office, branches, occupation(s) that it covers and purposes of being formed. Keep in mind that the union constitution must clearly define which occupations (or companies' employees) the union is representing, and the specific goals the union has about those it represents.
- The union's procedure of disbanding and the procedure of disposing any leftover funds after the disband.
- The procedure for establishing, modifying and disestablishing its constitution.
- The procedure for appointing or electing the union's officials.
- The obligation of keeping a record of members.
- The obligation of organizing annual (or more frequent) assemblies of members.
- The obligation of providing accounts, checking those accounts and being accountable for those accounts to the union's members.
- The obligation to decide through secret voting about matters like changing the name, merging with another union, joining a federation or confederation, forming a federation or confederation, disbanding the union, electing branch representatives to the union or union representatives to a federation/confederation, enforcing obligatory dues, modifying the constitution and striking (for the members that are affected by a labour dispute).

It is important to note that a union's constitution is a legal document, and if anything about it is not in order the Trade Union Registrar has the right to reject your application. In order to be sure that your constitution is in order you should ask a lawyer to write it. Writing it yourself is legally allowed, and it is not that hard since the law is very specific on what must be included in it. However, you will need a perfect knowledge of the Greek language, and another union's constitution to use as a guide (you can find some of them online). After you write it, you can ask a lawyer just to check it, which will cost considerably less than if the lawyer wrote it themselves.

Registered head office

You will need an address of a place to act as the union's head office. This address can be a private residence; it can even be the home of a member (either rented or owned). However, keep in mind that anyone wanting to meet with a union official must be allowed to come to that registered address, and that the union's constitution must be exhibited in the head office.

Rights and Obligations of a Trade Union

Registered trade unions can own property, sign contracts, be present in court and do any needed action to achieve the goals in their constitution. These goals are not considered illegal for limiting the business of employers, so trade unions and their members cannot be prosecuted for doing so; likewise, workers cannot be prosecuted for conspiracy if they organize a trade union or legal industrial action behind their employers' back.

The union can organize a strike, if the majority of union members affected by a labour dispute vote favourably in a secret ballot; for a strike to be official it must first have the approval of the union's administration board. During an industrial dispute, a union has the right to organize peaceful pickets, to inform people of their struggle and, if there is an ongoing strike, advice co-workers not to go to work. Those pickets must be limited to the relevant workplace, and any form of coercion or harassment is forbidden by law (the same goes for trying to coerce workers into joining the union). The union's board can call for a work stoppage without organizing a vote, if that work stoppage is not formally called a strike (more on that later).

The law has certain very specific rules about the trade unions' funds and financial sources. There are rules about:

- the use of the union's funds and their formulation
- the terms of the union's financial sources and their use
- the prohibition of people convicted with fraud from taking office or a position
- issuing a degree against officials, forbidding them from using funds, on the orders of the Registrar
- the obligation of the treasurer to be held accountable
- the obligation for annual financial reports
- the obligation to provide the Registrar with the union's accounts upon request
- the inspection of financial accounts and documents

If the union's funds are used for illegal purposes, or for any purposes other than those mentioned in the union's constitution, the Trade Union Registrar can ask the Regional Court to take away a union's license.

Additional reasons to revoke a union's license are the following:

- If it is proven that the license was issued with fraudulence or by mistake.
- If the union breaks the preconditions of legality.
- If the union intentionally break the law regarding trade unions, contrary to the warnings of the Registrar.
- If the membership of the union falls below 20 workers.
- If the union disbands.

Before asking the court to revoke a union's license, the Registrar must warn the union, in writing, of their intention and reasoning, one month in advance.

How to Get Official Recognition from Employers

As we have already presented, a lot of worker rights are connected to having a recognized trade union representing you at your job. Until 2012 there were no laws in Cyprus compelling employers to recognize the active trade unions at their workplaces, which directly deprived many employees from accessing those rights. After years of heated debates, the following procedure of recognition was introduced in 2012.

Your first step should be to just ask your employer to recognize your union. If they refuse, you have the right to ask the Trade Union Registrar to issue a degree of recognition. Multiple unions can apply for a degree of recognition regarding the same company, both separately or together. Within 5 days the Registrar has to examine whether the application for recognition meets the following criteria:

- that it defines the company that you wish to recognize your union
- that the company employed at least 30 employees (on average) during the last 6 months, regardless of the form of their employment contract
- that at least the 25% of the company's employees are members of your union
- that there is not an ongoing arbitration process with the Department of Labour Relations of the Ministry of Labour, regarding the recognition of a trade union

If the Registrar decides that the criteria are met, it notifies both the trade union and the employer; the employer is then obliged to provide the Registrar with all relevant information, and has the right within 10 days to submit an objection to the Registrar, explaining the reasons why the company should not recognize your trade union. If the Registrar decides that the criteria are NOT met, or if the employer's objections are proven valid, the recognition application will be denied and a new application can only be submitted after a period of 6 months.

If the Registrar decides that the application is approved, both the trade union and the employer will be notified in writing that a secret election will be held to determine whether the majority of the employees at the company want to be represented by your union. This election will happen within the following 10 days, and your union will be granted recognition if 50% of those who took part in the election voted yes, and those who voted yes are at least the 40% of the company’s personnel. If at least 50% of the company's employees are already members of your union, the Registrar will issue a degree of recognition without the need of an election.

If an employer:

- refuses to recognize a union after a degree of recognition is issued
- refuses to collectively bargain with a recognized trade union
- tries to obstruct a recognized trade union from performing their legal duties and contacting the employees
- tries to sabotage the recognition process by unilaterally changing the employment agreement of their employees,

the harmed trade union has the right to either submit a complaint to the Trade Union Registrar or submit an application for arbitration to the Department of Industrial Relations of the Ministry of Labour.

If the second option is chosen then no complaints can be submitted to the Registrar as long as the arbitration process is ongoing, as well as no new applications for the union’s recognition. If the employer is found guilty for any of the above, they have to pay a fine. Keep in mind that although the employer is obliged to take part in the negotiations for a collective agreement with a recognized trade union, Cypriot Labour Law does not oblige them to actually reach nor sign such an agreement.

Although we will examine this issue more closely later, it is worthy to point out that if, for any reason, workers do not wish or are not able to form a trade union, they can opt for an association.

The main benefit of this choice is that any 20 people can form a legally recognised association about almost anything they can think of. Workers specifically can use their associations in order to take part in public discussion about issues that concern them, or even use them for mobilisation regarding issues not strictly related to their jobs, like environmental issues or issues of Health and Safety. Moreover, established trade unions are less likely to see you as competition and try to sabotage you.

The disadvantages of associations are that the process to form them and the money it costs are basically the same with forming a trade union, while association do not get the rights and abilities of trade unions.

Fighting Back!

The Right to Strike and Industrial Action

Industrial action is any show of dissatisfaction by employees and their unions, and it is used to protest against bad working conditions or low pay; it usually aims to put pressure on the employer by reducing productivity in a workplace. The most widely known form of industrial action is the strike.

The right of workers to strike is included in the Cypriot Constitution, which means that all workers in Cyprus have the constitutional right to strike. Moreover, mainly due to the relatively small number of strikes in Cyprus, there are limited laws about striking. Specifically, they only thing defined by law is the procedure that trade unions must follow in order to organize a legal strike. Taking part in a legal strike means that you cannot be legally fired or mistreated for doing so.

However, things are not as favourable for workers as it may seem at first. If an employer sues you or a trade union for striking, it is up to the courts to decide whether a strike is legal. If it is not, the employer has the right to fire you for striking.

The decisions of the Cypriot courts in the past have defined the legal strike as an absence from work with collective character, as a form of pressure against the employer to accept the employees' demands; demands that must only be about employment, financial or trade union issues. Moreover, wildcat strikes (striking without authorization from a trade union), go-slow strikes (reducing the speed or quality of your work) and political strikes (striking to pressure the government about issues unrelated to employment and working conditions) have been found illegal. Taking part in an illegal strike means that you can be fired without compensation, as well as face civil or criminal charges.

In addition, the Industrial Relations Code includes a lot of rules about striking and, although it is a «gentlemen's agreement» and has no legal power, is taken into consideration by courts dealing with labour disputes. Moreover, lock-outs are legal in Cyprus (according to the Industrial Relations Code the same rules apply both to strikes and to lock-outs). A lock-out is basically the employers' form of strike; the employer refuses to allow their employees to work unless they accept the working conditions of the employer.

Furthermore, there is a legal gap in Cypriot Labour Law regarding sympathy or solidarity strikes, which are strikes organized to support other strikes, either by employees working in different parts of the same company, or even by workers in unrelated enterprises, who want to express their solidarity to their fellow workers. However, this legal gap can unfortunately be filled in the future, by referencing the relevant decisions of the courts in the UK, which found such strikes to be illegal. The illegality of these strikes severely limits the point of large trade union federations (like the ones we have in Cyprus), since they are not allowed to organise a strike of all their member trade unions, but only those affected by the labour dispute. For the time being, however, solidarity strikes do happen in Cyprus, albeit rarely. A recent example was the construction workers' strike in 2018. The workers of a specific construction site, working for the TEN GROUP SERVICES LTD and J&P (OVERSEAS) LTD began a strike, and a few days later the construction workers in other construction sites began striking in solidarity.

Keep in mind that ports, as well as airports, telecommunications, electricity, postal services, hospitals, transportation and others, are considered essential services. There is an agreement between the largest employers' organisations and trade unions, regarding special rules for organising industrial action in these enterprises. Essentially, trade unions must follow a different procedure before a strike can be called, a procedure which involves the efforts of an arbitration committee by the government. If the arbitration fails and a strike is called, a "minimum service" level must be negotiated, to ensure that no irreversible damage is caused to the general population. Since there are a lot of strikes and work stoppages happening in those enterprises in recent years, employers have been demanding that this agreement is turned into law; basically trying to limit the ability of workers and trade unions to react and defend their rights against the unjust and unlawful actions of employers.

Striking While Staying Clear of the Law

There is an old workers' saying: «There is no illegal strike, just an unsuccessful one». History has proven time and time again that if a strike is victorious, it matters not if it is legal or not.

Furthermore, it is important to keep in mind that a strike can have dire negative consequences even if it is legal. For example, an employer can fire strikers or those leading the strike illegally, forcing the workers or their union into a battle to find justice in the courts. The trial may take months or years and during that time the fired workers may have to find other jobs to support themselves and pay for the legal expenses (those expenses will be eventually paid by the employer, if the courts find those lay-offs illegal). Failed, entirely legal, strikes have bankrupt trade unions in the past.

Nevertheless, organizing a legal strike has many advantages; we have already presented the rules for striking according to the Industrial Relations Code, and the procedure a union must follow to organize a legal strike.

In addition to those laws and rules, there are ways a group of workers, unionized or not, can «strike» to promote their interests and protect their rights. These forms of «strike» can be extremely useful in some cases, while completely useless in others; their utility depends on the business processes. Some examples include:

- «Work to rule» strike: Workers strictly follow official working rules, labour laws, regulations and working hours, and ignore any attempts by the employer or management to bend or disregard those rules. In many cases, this can severely reduce productivity and efficiency.
- "Paybook" strike: Every worker with an odd pay card number strikes during the odd days of the week, while employees with even numbers strike on the even days.
- «Chessboard» strike: A category of workers within the company (e.g., blue collar employees) strike in the morning, while a different category (e.g., white collar employees) strike in the afternoon.
- «Overtime strike»: Workers refuse to do any overtime work, paid or unpaid (difficult to organise in Cyprus, since the limit of the working day is not defined)
- «Go-slow» strike: Workers reduce the speed or quality of their work. As mentioned above, this is illegal in Cyprus, however it is very often difficult to define when a worker

is actually intentionally working slow.

- «Sick-in» strike: Workers collectively call-in sick and do not go to work. Providing false reasons for missing work could get a worker fired, but, again, it is difficult to be proven.
- «Call-off» strike: Workers announce a strike knowing the employer will hire replacements (aka scabs) for the duration of the strike. The strike is called off last minute, forcing the employer to pay both workers and scabs.

Finally, in Cyprus employees with valid grievances against their employer have the constitutional right to organize work stoppages whenever they want, as long as those are not called a «strike». Unions' boards have a similar right; they can organize work stoppages without putting the matter to a vote.

This form of industrial action was used successfully in March 2020, by the workers of Eurogate in the port of Limassol. The workers organized a spontaneous 24 hour «work stoppage», and refused to call it a strike; they returned to work only after the company satisfied all their demands.

Solidarity Unionism

This last specific irregularity of Cypriot Labour Law could help facilitate solidarity unionism, an alternative form of workers' organization introduced by the IWW, which is becoming increasingly popular in many countries around the world. Solidarity unions are any group of workers (it is not necessary for them to work for the same employer or even to have similar jobs) who join together to support each other and solve the problems they face in their workplaces, as well as in the communities where they live.

This form of workers' organization is especially relevant to those workers who are not officially recognized as employees (e.g., «self-employed»), who do undeclared work or who are not organised by established trade unions for any reason.

Solidarity unions can choose to become official and recognized unions, following the procedures described in earlier chapters. However, many solidarity unions choose to remain unofficial and fly under the radar of the law, because their members can not officially be members of unions and/or because they can achieve much more if they are outside the traditional unionism's structure. For undocumented migrant workers, bogus self-employed workers, workers who constantly change jobs etc., solidarity unionism is often the only choice of organizing, even if the unofficial character of solidarity unionism does not allow for the benefits that the law provides to official unions and their members.

The goals of these organisations can be broader than those of regular trade unions. These goals can be work-related as well as community-related: for example, a group of workers can use their constitutional right of «work stoppage», without being members of an official union, to improve their working conditions, and can also join together to prevent evictions, to fight against a hostile state bureaucracy, to support each other financially or otherwise in times of unemployment or during strikes, to boycott the companies who mistreat them or overexploit them etc.

In addition to the fact that every worker can be included and the broad character of the unions' goals, the most important benefit of solidarity unionism versus the traditional forms of unionism is that solidarity unions are created and controlled by their members. There is no bureaucracy, hierarchy or official leadership to tell you what to do or how to do it; everything is decided and controlled collectively.

Moreover, due to the unofficial character of most solidarity unions, their efforts are not aimed at achieving formal recognition or better employment agreements; they instead focus on bringing real improvement in the daily lives of their members, using any means they have at their disposal.

Members of the IWW taking part in the «illegal» strike wave of Virginia public educators of 2018-2019

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