

## Employment & Labour - Cyprus

### Court clarifies application of consecutive fixed-term contracts

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**Facts**  
**Applicable law**  
**Decision**

#### Facts

The applicant, an actor, was bound by a number of fixed-term contracts of employment with the Cyprus Theatre Organisation (CTO) between October 1 2006 and March 31 2007. The contracts were renewed successively until September 30 2008.

On June 20 2008 the applicant received a notice of termination stating that his contract would not be renewed. In mid-July the applicant informed his employers that he would not be able to fulfil his contractual obligations for the final 15 days of his contract, due to other obligations in Athens (where he had been offered a new acting role), and thus offered his resignation to the CTO. His employer informed him that he must fulfil his contractual obligations and that any failure to do so would constitute a unilateral refusal on his part to fulfil them.

The applicant sought a declaration from the court that his contract of employment was of an indefinite period. He claimed that despite the fact that his contract was categorised as temporary by the CTO, he was in reality an employee for an indefinite period and should therefore enjoy the same benefits and treatment as permanent members of staff. He further claimed that he was forced to resign and should receive compensation for the unfair treatment against him. In addition, he sought payment of his contribution to the CTO provident fund and a *pro rata* payment of his 13th-month salary.

#### Applicable law

In order to comply with the EU Fixed-Term Employment Directive (1999/70/EC), in 2003 Cyprus enacted the Law for Employees with Fixed-Term Work (Prohibition of Less Favourable Treatment) (98(I)/2003). The law's purpose, among other things, is to protect an employee who has successive fixed-term contracts and prevent abuse arising therefrom.

#### Decision

Before examining the applicant's claims, the court distinguished between fixed-term contracts and contracts of employment for an indefinite period. It ruled<sup>(1)</sup> that since the applicant was employed for a continuous period of over 30 months under fixed-term contracts, he would fall into the latter category of employees. His contract would therefore be considered of an indefinite period, and thus protected by legislation.

However, in relation to the applicant's claim that his employment was unfairly terminated, the court found no evidence to suggest that the employer was guilty of inappropriate behaviour sufficient to constitute a breach of the employment relationship between the parties. In light of the evidence provided, the court found that the applicant had unilaterally resigned, mainly because he wanted to act at a different organisation while still under contract with the CTO. Therefore, his claim for compensation for unfair treatment was dismissed.

In response to the applicant's claim for the return of his contribution to the provident fund, the court referred to EU case law and found in favour of the applicant. In addition, the court ruled that the applicant was eligible to receive a *pro rata* payment of his 13th-month salary.

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## Endnotes

(1) *Sofocleous v Cyprus Theatre Organisation*.

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