

**CONTRACT OF EMPLOYMENT
(BAKING INDUSTRY)**

BETWEEN

.....(NAME OF COMPANY), having its registered office at, duly represented by
Mr/Ms.ofhereinafter referred to as the "the Employer".

AND

Mr/Ms.....of(country of origin)

bearing Passport No..... hereinafter referred to as the "Employee" of.....(FULL
RESIDENTIAL ADDRESS OF EMPLOYEE IN COUNTRY OF ORIGIN).

By virtue of this contract, it is agreed that the following terms and conditions will apply: -

1. JOB TITLE

The Employee shall be employed in a Bakery as

2. WORKPLACE

The Employee shall be required to perform work at or any other site of work for the Employer as and when required.

3. DURATION OF CONTRACT

The contract shall start be for a duration ofas from the date of arrival subject to the approval by the Government of Mauritius

4. SPECIFIC PROVISIONS APPLICABLE TO EMPLOYMENT IN BREAD MANUFACTURE

(1) Provisions applicable to all types of Bakery (Mechanised, Industrial and Semi- automated) -

- (a) The Employee may be required to perform night work starting not earlier than 5.00 p.m. and ending not later than 7.00 a.m. on the following day;
- (b) The Employee may be required to perform day work starting not earlier than 5.00 a.m. and ending not later than 7.00 p.m.;
- (c) The Employee shall be entitled during every working period to -
 - (i) a meal break of one hour; and
 - (ii) 2 tea breaks of 15 minutes each.
- (d) the Employer shall provide tea, during each of the tea breaks during night shift, to the Employee

(2) Provisions specifically applicable to the Mechanised Bakery -

- (a) The Employee in the night team shall work on a roster basis of 4 days' work followed by 2 days' rest and the Employee in the day team shall work on a roster basis of 6 days' work followed by 1 day's rest;
- (b) The Employee shall be paid twice the prescribed rate in case he works on a Public Holiday;
- (c) The Employee shall be paid at one and a half times the prescribed rate in case he performs night work which falls partly on a Public Holiday and partly on a day other than a Public Holiday.

(3) Provisions specifically applicable to Industrial Bakery and Semi-automated Bakery

- (a) The Employee in the night team shall work on a roster basis of 4 days' work followed by 1 days' rest and the Employee in the day team shall work on a roster basis of 6 days' work followed by 1 day's rest;
- (b) the employee shall, excluding time allowed in a day for meal and tea breaks, be required to perform 8 hours during any working period;
- (c) the employee other than a "coupeur" shall, in case he works on a Public Holiday, be remunerated -
 - (i) for the first 8 hours, at twice the basic rate; and
 - (ii) thereafter, at three times the basic rate.
- (d) the employee shall, in case he performs more than a normal day's work on any day, other than a Public Holiday, be remunerated at one and a half times the basic rate per hour.

(4) The Employee shall be entitled to a rest day in each working week, and the rest day shall at least be twice a month and shall be on a Sunday.

5. PAYMENT OF REMUNERATION

The Employer shall pay the Employee a basic wage of Rs atintervals. The basic wages shall be adjusted each year as per the appropriate Additional Remuneration Act.

The Employer shall pay the Employee during working hours and in Mauritian rupees.

- (c) The payment of total salary and other benefits shall be effected directly to the Employee in Mauritius.
- (d) The Employer shall not make any deduction from the wages of the Employee except as authorized by the Law (e.g. NPS after 2 years' service, Income Tax,).
- (e) The Employer shall, at the time of payment of the remuneration, issue the Employee a pay slip stating, *inter alia*-
 - (i) the name, category, job title, grade and rate of pay of the Employee;
 - (ii) the total number of days on which the Employee was present at work;
 - (iii) the number of hours of extra work performed and the corresponding extra payment;
 - (iv) amount of any bonus paid;
 - (v) total wages and each item of allowance; and
 - (vi) every deduction made and the reason thereof
- (f) The employee shall be paid an extra remuneration of 20% of his basic daily wage + overtime for work performed at night;
- (g) The basic wage shall be adjusted each year as per the Additional Remuneration Act.

6. LUNCH AND TEA BREAKS

The Employee shall be entitled to :-

- (i) a meal break of one hour; and
- (ii) 2 tea breaks of at least 10 minutes each.

7. LEAVE BENEFITS

Sick Leave

- (1) Every worker, other than a part-time worker, who remains in continuous employment with the same employer for a period of 6 consecutive months and who has been present on all the working days during that period, shall be entitled during each subsequent month up to the twelfth month, while he remains in continuous employment with the same employer, to one day's sick leave up to a maximum of 6 days' sick leave.

- (2) The Employee shall, in case he has been in continuous employment with the Employer for 12 months be granted -
- (a) 21 working days' leave on full pay;
 - (b) a further period of 15 days on half pay in respect of any time which is -
 - (i) wholly spent in a clinic or hospital; or
 - (ii) certified by a medical practitioner of the clinic or hospital as necessary for the recuperation of the Employee's health.
- (b) The Employee shall notify the Employer of his absence as soon as possible.
- (c) Where the Employee remains ill for more than 4 consecutive days, he shall forward to the Employer a medical certificate on the fifth day of his absence.

8 ANNUAL LEAVE AND ADDITIONAL LEAVE

- (1) Every worker, other than a part-time worker, who remains in continuous employment with the same employer for a period of 6 consecutive months and who has been present on all the working days during that period, shall be entitled during each subsequent month up to the twelfth month, while he remains in continuous employment with the same employer, to one day's annual leave up to a maximum of 6 days' annual leave.
- (3) The Employee shall, after completing 12 months' continuous employment with the Employer shall be entitled to 16 days' leave on full pay.
- (4) The Employee shall be paid a normal day's pay in respect of each day's annual leave still due to him at the end of a period of 12 consecutive months.

9. END OF YEAR BONUS

- (1) The Employer shall, in case he has remained in continuous employment with the Employer for one year, be entitled at the end of that year to a bonus equivalent to 1/12 of his earnings for that year or one month salary, whichever is the highest.
- (2) The Employee shall be entitled at the end of that year to a bonus equivalent to 1/12 of his earnings for that year in case he -
- (a) takes up employment during the course of the year;
 - (b) is still in employment as at 31 December; and
 - (c) has performed not less than 80% of the working days during his employment in that year.
- (3) The Employee shall be paid an End of Year Gratuity on a pro rata basis in case the contract of employment is terminated in the course of the year for reason of redundancy.
- (4) The employee whose contract of determinate duration ends before the 31 December of any year and who has performed a number of normal days' work equivalent to not less than 80 per cent of the number of working days during his employment in that year, shall be entitled to a gratuity equivalent to one twelfth of his earnings for that year.

10. TRANSPORT BENEFITS AND FACILITIES

- (1) The Employer shall be entitled to free transport or be paid the return bus fare where no free transport is available, if the distance between his living quarters and his workplace exceeds 3.2 km;
- (2) The Employer shall, in case the Employee is required to attend or cease work at any time when no public transport is available, irrespective of the distance between the living quarters and the workplace, provide appropriate free means of transport from the living quarters to or from the workplace or both, as the case may be provided that in these cases transport shall be provided up to a practicable place nearest the living quarters.

11. PROTECTIVE CLOTHING

The Employer shall provide not later than 31 January in each year.

Two headgears, two aprons of suitable white material and one pair of canvas shoes to every employee in (1) Semi-automated Bakery (2) Industrial Bakery (3) Mechanised Bakery & also for hand packers.

12. MEDICAL FACILITIES

- (1) The Employer shall provide the Employee with free medical facilities.
- (2) The Employer shall in case the Employee has suffered injury or falls sick necessitating his removal to his home or to a hospital or similar institution, promptly and at his own expense provide an appropriate means of transport for the Employee.

13. INSURANCE COVER

The Employer shall insure the Employee against any liability for any case of injury and of death arising out of and in the course of his/her employment.

14. LIVING CONDITIONS

The Employer shall provide free of charge decent accommodation, inclusive of water, electricity, gas, necessary furniture and sanitary amenities as well as sleeping facilities.

14a. CLEANLINESS

The employer shall keep the lodging accommodation in a clean state and free from effluvia arising from any drain, sanitary convenience or any other nuisance.

The employer shall ensure regular cleaning of the lodging accommodation including its surrounding yard.

The employer shall provide adequate covered bins for the storage of refuse.

15. MEAL ALLOWANCE

Where a worker is required to perform more than 2 hours' extra work after having completed his normal day's work on any day of the week, whether or not a public holiday, he shall, in addition to any remuneration due for overtime work, be provided by the employer with an adequate free meal or be paid a meal allowance of Rs 70/-.

16. TRADE UNION MEMBERSHIP

The worker shall be entitled to join a trade union of her/his choice.

17. **PERMITS AND VISA**
The Employer shall complete all necessary procedures and formalities for obtaining the Entry Visa, Work Permit and Residence Permit for the Employee and shall pay the relevant fees.
18. **AIR TICKET**
The Employer shall provide the Employee with an air ticket to return to his/her home country on termination of contract of employment or for any cause whatsoever.
19. **REPATRIATION IN CASE OF DEATH**
If death occurs, the employer shall arrange for the body to be sent back to his home country, should local burial be rejected by the employees next of kin, and all expenses including freight will be borne by the employer.
20. **TERMINATION OF EMPLOYMENT**
- (1) Each party shall, where it decides to terminate the contract of employment before its expiry period, give a notice of 30 days to the other party.
 - (2) The Employee shall be given a hearing and may request the assistance of - (a) a representative of his trade union or his legal representative; or (b) an Officer of the Ministry of Labour, Industrial Relations and Employment, where he is not assisted as specified in part (a).
 - (3) All cases of termination of employment shall be effected in accordance with the provisions of the Employment Rights Act 2008 as amended.
21. For all intents and purposes, this contract of employment will apply, irrespective of any contract of employment signed in the home country of the worker which has not been vetted by the Ministry of Labour, Industrial Relations and Employment of the Republic of Mauritius.

.....
(Employer)

.....
(EMPLOYEE)

Date:

Date: