

**CONTRACT OF EMPLOYMENT**  
**BANKS FISHERMAN & FRIGO-WORKERS**

Between

..... ( an enterprise governed by the Banks Fisherman & Frigo-workers Workshop Remuneration Order ) of  
..... represented by Mr .....(Director ),  
(Hereinafter referred as Employer)

AND

.....from .....(country of origin) Holding Passport No. ....  
(Hereinafter referred as Employee) by the Employer, in its enterprise on the following terms and conditions of employment

**1. Job Title**

The employee is being employed as .....

**2. Period of Contract**

.....months as from the date of arrival of the employee in Mauritius. It shall be renewable by mutual consent subject to approval by the Government of Mauritius.

**3. Contract of employment**

- (1) An employer shall provide to a worker a copy of his contract of employment prior to the departure of the fishing vessel on a fishing trip.
- (2) The contract shall contain ,inter-alia, the following :
  - (a) the hours of work to be mutually agreed by the employer and the worker;
  - (b) the date of the coming into force and the date of termination of the contract;
  - (c) the agreed remuneration;
  - (d) the intervals at which remuneration is paid
  - (e) public holiday rates of pay;
  - (f) the date of the payment of the end of year bonus;
  - (g) frige benefits granted by the employer.

**4. Basic Wages**

The employee shall be paid a basic wages of Rs ..... per month. The basic wages shall be adjusted each year as per the appropriate Additional Remuneration Act. Payment of total salary and all other benefits shall be effected directly to the employee in Mauritius itself. No deduction shall be effected from the wages of the employee except as authorized by the Mauritian Legislation e.g. PAYE.

**5. Allowances**

(1) The employer shall pay to a frigo-worker –

- (a) a fish bonus of Rs.....for every ton of fish caught by the banks fishermen; and
- (b) a sum of Rs .....for each day the employer is not able to provide work during the period the fishing vessel leaves its port of departure to the day it returns to the same port.

(2)The employer shall pay to a patron pecheur an allowance of Rs.....for each fishing trip.

(3)The employer shall pay to banks fishermen a sum of Rs.....daily.

- (a) during the period it takes the fishing vessel to travel from its port of departure to the banks and return from the banks to the same port; and
- (b) for each day on which the shipmaster is of the opinion that due to climatic conditions, fishing cannot be undertaken.

**6. Pay Interval**

(1) Subject to subsection (2),an employer shall grant to a worker an advance on his remuneration as follows :

- (a) Rs 500 on the date of the signature of the contract;
- (b) Rs 2,000 to the worker's named representative 15 days after the sailing of the vessel;
- (c) Rs 2,000 to the worker's named representative 45 days after the sailing of the vessel;
- (d) R 2,000 to the worker's named representative 75 days after the sailing of the vessel.

(2) Where a fishing trip ends before 75 days after the sailing of the fishing vessel, all outstanding remuneration shall be paid to the worker within 2 days of the end of the fishing trip.

**7. Records**

The employer shall keep attendance and wages records and shall issue a pay slip to the employee upon each payment of wages.

**8. Issue of payslip**

An employer shall issue to a worker, at the time of paying his wages, a pay slip stating inte-alia:

- (a) the worker's name ,category and social security number;
- (b) his total catch and earnings;
- (c) his total earnings;
- (d) his allowance on public holidays or on days of sick leave;
- (e) every deduction made and the reason therefore; and
- (f) the total number of days on which he was present at work.

**9. Articles sold on vessels**

- (1) An employer shall attach to the worker's of employment a list of articles to be on board of the fishing vessel and their corresponding prices.
- (2) A list of similar to the one mentioned in subparagraph (1) shall be conspicuously displayed on the vessel.
- (3) The employer shall make readily available on board the fishing vessel, soft drinks ,snacks and similar items.

#### **10. Formalities for Work Permits**

The employer shall be responsible to complete all the formalities for Work Permits and Residence Permits and shall pay the relevant costs.

#### **11. Annual Leave and 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 annual leave up to a maximum of 6 days' annual leave.
- (2) 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.

- (3) Where the employee has remained in continuous employment for 12 consecutive months, he shall in the following 12 months, be entitled to :

16 days annual leave on full pay,

21 days sick leave on full pay,

and a further period of 15 days sick leaves on half pay for prolonged illness

- (a) The employee shall be paid a normal day in respect of each day's annual leave still due to him at the end of a period of 12 consecutive months.

#### **12. Sick Leave**

Where a worker is unable to work and has been certified to be sick by a medical officer who is on board or in his absence by the Shipmaster, the employer shall pay to the worker an allowance as specified in the law.

#### **13. Piece Rate**

The employee and the employer shall, where the employee is required to perform piece work by the employer, agree upon the rates thereof between them and the rates shall be so determined that the Employee shall earn at least 10% over and above the prescribed basic wage.

#### **14. Work on Public Holidays**

Where a worker performs work on a public holiday, an employer shall pay to the worker, in addition to his remuneration, an allowance as specified in the law in respect of the public holiday.

#### **15. Meals , tea and water**

An employer shall provide a worker daily, free of charge with

- (a) breakfast , midday meal and evening meal;
- (b) tea with every meal ;
- (c) at least 3 bottles of water.

#### **15. End of Year Bonus**

- (1) An employer shall pay an end of year bonus to a worker not later than 2 days after the end of the Employer's last fishing trip during that year.
- (2) The end of year bonus shall be equivalent to ½ of the worker's earnings for the period of his employment during the year.
- (3) 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.

#### **16. Transport Benefits and Facilities**

The employee shall be entitled to free transport or be paid the return bus fare if the distance between his dormitory and the enterprise exceeds 3Kms. Free transport shall however be provided irrespective of the distance between his dormitory and the enterprise if the employee is required to cease work at a time where no public transport is available.

#### **17. Equipment & related items**

An employer shall provide free of charge to a worker:

- (a) All tools and equipment for fishing, except hooks and lines ; and
- (b) Cutlery and bedding.

#### **18. Accommodation**

Decent accommodation inclusive of water, electricity and gas shall be provided free of charge to the employee

#### **19. Insurance**

The employer shall subscribe to a non-contributory insurance policy in the sum of not less than

**Rs 50,000.00** for the benefit of a worker to cover death or injury by accident out of and in the course of employment.

#### **20. Trade Union Membership**

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

#### **21. 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.

**22. Air Ticket**

The employee shall be provided an air ticket to return back to his country on termination of the contract of employment or for any cause whatsoever.

**23. Repatriation in case of illness**

Where repatriation becomes necessary due to the illness or injury of a worker, the employer shall bear the costs of the repatriation, cause the worker to be transported to a hospital or clinic and advise his family of the date of his arrival in Mauritius.

**24. Repatriation in Case Of Death**

Should death occur, upon request, the employer shall arrange for the remains to be sent back to the country of origin should local burial be rejected by employee's next of kin and all expenses including air freight shall be borne by the employer.

**25. Death Grant**

( 1 ) Where a worker dies in employment, the employer shall pay a death grant of Rs 2,000.00 to :

- (a) the surviving spouse of the worker ; or
- (b) where the deceased leaves no spouse, the person who satisfies the employer that he has borne the funeral expenses.

( 2 ) For the purpose of subparagraph (1)," spouse "means the person with whom the deceased worker had contracted a civil or religious marriage and with whom he was living under a common roof at the time of death.

**26. Notice**

In case either party decides to terminate the contract before its expiry, either party shall give a notice in writing to the other party and the period of notice shall not be less than one month.

**27. Termination**

- (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, (b) an Officer of the Ministry Of Labor , 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.

**28. 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.

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.

29.Both parties agree to abide by the other provisions of the laws in Mauritius not specified in this contract of employment.

This agreement is signed in English, both, each party holding one.

Representative of the Employer

The Employee

.....

.....

Date.....

Date.....