

# Contract of Employment

## DISTRIBUTIVE TRADES

BETWEEN

..... (an enterprise governed by the Distributive Trades( Remuneration Order) Regulations of .....duly represented by Mr....., Director of .....hereinafter referred as Employer

AND

Mr .....from India bearing Passport number .....hereinafter referred as Employee of .....(full address of employee in the country of origin).

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

### 1. JOB TITLE

The employee is being employed as .....

### 2. WORKPLACE

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

### 3. DURATION OF CONTRACT

The contract shall be for a duration of ..... months as from date of arrival in Mauritius subject to the approval of the work permit by the Government of Mauritius.

### 4. PAYMENT OF REMUNERATION

(1) The Employer shall pay the Employee a monthly basic wage .....at .....intervals. The basic wages shall be adjusted each year as per the appropriate Additional Remuneration Act.

(2) The payment of total salary and other benefits shall be effected directly to the Employee in Mauritius in local currency.

(3) The Employer shall not be authorised to make any deduction from the wages of the Employee, except as prescribed in the Law (e.g. NPS after 2 years' service, Income Tax, ).

(4) The Employer shall, at the time of payment of the remuneration, issue to the Employee a pay slip stating,

*inter alia-*

- (a) the name, category, grade and rate of pay;
- (b) the total number of days on which the Employee was present at work;
- (c) the number of hours of extra work performed and the corresponding extra payment;
- (d) each item of allowance including pay productivity payment;
- (e) the total wages;
- (f) any deduction made and the reason thereof.

### 5. NORMAL WORKING HOURS

(1) The normal working week for the employee shall consist of 45 hours of work.

(2) A normal working day shall, excluding time allowed for meal and tea breaks consist of 8 hours on any 5 days of the week and 5 hours on one other day of the week.

(3) The employee shall be entitled on every working day to a meal break of one hour and 2 tea breaks of 15 minutes each.

(4) The Employee shall be granted one day's rest every week and shall not be required to work on 2 consecutive public holidays.

### 6. EXTRA WORK

Where the employee (a) works on a Public Holiday, he shall be remunerated (i) for the first 8 hours, at twice the basic rate; and thereafter, at three times the basic rate;

(b) performs more than a normal day's work on any other day, he shall be remunerated at one and a half times the basic rate.

## **7. FORMALITIES FOR WORK PERMIT**

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

## **8. ANNUAL 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.

(a) Where the employee has remained in continuous employment for 12 consecutive months, he shall for each subsequent period of 12 months, be entitled to:-

19 days annual leaves on full pay.

Where the employee has not taken or been granted all the leave to which he would have been entitled, he 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 except where he has been dismissed for misconduct.

## **9. SICK LEAVE**

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.

Where the employee has remained in continuous employment with the employer for 12 consecutive months, he shall, during each subsequent period of 12 months while he remains in the continuous employment of the employer be entitled to:-

- (a) 21 days' sick leave on full pay; and
- (b) a further period of 15 days on half pay for prolonged illness.

## **10. EXTRA REMUNERATION FOR PUBLIC HOLIDAYS**

- (1) Where the employee, other than a monthly paid employee, has remained in continuous employment with the same employer for 12 consecutive months, he shall be entitled, in every following period of 12 months, to a normal day's wages in respect of every public holiday, other than a Sunday, on which he is not required to work, that occurs while he remains in the continuous employment of the employer.
- (2) Where an employee specified in subparagraph (1) is called upon to work on a public holiday, other than a Sunday, he shall be paid at the end of the next pay period, in addition to the normal day's pay provided under subparagraph (1), any remuneration due under paragraph 2.
- (3) Where a monthly paid employee is called upon to work on a Public Holiday, other than a Sunday, he shall be paid at the end of the next pay period, in addition to his normal wage, any remuneration due under paragraph 2.

## **11. MEAL ALLOWANCE**

(1) 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/-.

2. The meal allowance shall be paid not later than on the last working day of the period.

## **12. END OF YEAR BONUS/GRATUITY**

(1) The Employer shall pay the employee either an End of Year Bonus equivalent to 1/12 of his yearly earnings or a gratuity in accordance with the End of Year Gratuity Act 2001, whichever is the higher, where the Employee has been in continuous employment for the whole or part of the year and he is still in employment as at 31 December of that year.

(2) The Employee shall be paid a gratuity in accordance with the End of Year Gratuity Act 2001 on a pro rata basis when the contract is terminated in the course of the year on grounds of redundancy.

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.

### **13 TRANSPORT BENEFITS AND FACILITIES**

(a) The employee shall be entitled to free transport or be paid the return bus fare if the distance between his living quarters and the enterprise exceeds 3 Kms.

(b) Where the employee is required by his employer to attend or cease work at any time where no public bus service is available, the employer shall, irrespective of the distance between the living quarters and the place of work provide appropriate free means of transport

(a) from the employee's living quarters to his place of work or

(b) from the employee's place of work to his living quarters such transport being provided from, or up to , the nearest practicable place from the employee's living quarters.

### **14. PROTECTIVE EQUIPMENT**

Suitable protective equipment shall be provided to the employee and be renewed as soon as it becomes unserviceable.

The employer shall also comply with the other provisions of the Occupational Safety, Health and Welfare Act and the Pesticides Control Act.

### **15. ACCOMMODATION**

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

#### **15A. 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.

### **16. INSURANCE**

The employer shall provide free of charge workmen compensation insurance cover against injury at work to the employee.

### **17. TRADE UNION MEMBERSHIP**

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

### **18. 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.

### **19. REPATRIATION IN CASE OF DEATH**

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

### **20. 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 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. **COMPENSATION**

The Employee shall be entitled to a compensation of one day's wage for each completed month of service, where -

(a) his service is terminated before the expiry of 12 months for any cause other than misconduct or his short term of contract has come to an end; and

(b) his attendance at work has averaged not less than 20 days per month during his employment..

22 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.

23. 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

Date .....

.....  
The employee

Date.....