

**CONTRACT OF EMPLOYMENT
(GENERAL)
BETWEEN**

.....having its registered office at..... duly represented by Mr of
..... hereinafter referred to as the "the employer".

AND

Mrof(country of origin)
bearing Passport Nohereinafter referred to as the "worker" 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 Worker shall be employed as

2. WORKPLACE

The Worker 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 ofmonths as from date of arrival in Mauritius subject to the approval by the Government of Mauritius.

4. PAYMENT OF REMUNERATION

- (1) The Employer shall pay the Worker a monthly basic wage of Rs at monthly intervals. The basic salary shall be adjusted each year as per Additional Remuneration Act.
- (2) The Employer shall pay the Worker in Mauritian rupees.
- (3) The payment of total salary and other benefits shall be effected directly to the Worker in Mauritius.
- (4) The Employer shall not make any deduction from the wages of the Worker, except as authorized by the Law (e.g. NPS after 2 years' service, Income Tax).

(5) The Employer shall, at the time of payment of the remuneration, issue to the Worker a pay slip stating,
Pay Period

Name of the employer

NPF Reg. No. of employer.....

Name of worker.....

National Identity Card Number of worker.....

Date of Entry.....

Category.....

Basic Rate of Pay.....

Total Number of days present at work.....

No. of day(s) of leave taken (to specify).....

Number of hours of extra work performed and the corresponding extra payment

(i) 1.5 x.....

(ii) 2 x

Allowance(s) paid (please specify).....

Piece Rate earnings.....

Total Remuneration.....

Deduction(s) made and the reasons therefor.....

Net pay.....

5. HOURS OF WORK

(i) The Worker shall be required to work 8 hours' actual work; and may begin on any day of the week, whether or not on a public holiday. The Worker may agree with his Employer that he works in excess of the stipulated hours without added remuneration, if the number of hours covered in a fortnight does not exceed 90 hours, or such lesser number of hours as may be specified in an agreement.

(ii) The Worker shall be entitled to a rest day of at least 24 consecutive hours in every period of 7 consecutive days, and the rest day shall at least twice a month be a Sunday, or any other day as may be agreed between the worker and the employer.

(iii) The worker on shift work may work in excess of the stipulated hours, without added remuneration, provided –

(a) the worker and the employer agree on the number of hours of work to be performed in the shift; and

(b) the average number of hours covered in a fortnight does not exceed 90 hours or such lesser number of hours as may be

specified in an agreement.

6. (a) MEAL AND TEA BREAKS

The worker shall be entitled to :-

(i) a meal break of one hour not later than 4 consecutive hours of work; and

(ii) one tea break of at least 20 minutes or two tea breaks of at least 10 minutes each.

(b) 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/-.

The meal allowance specified in section 6(b) shall be paid not later than on the last working day of the pay period.

7. OVERTIME

1. Where a -

(a) worker works on a public holiday, he shall be remunerated at twice the notional rate per hour for every hour of work performed;

(b) worker performs more than 90 hours' work or such lesser number of hours as may be specified in an agreement in a fortnight, not being the hours of work referred to in paragraph (a), he shall be remunerated at one and a half times the notional rate per hour for every hour of work performed.

2. For the purpose of Section 7(b), the day on which a worker is on annual leave shall be reckoned in the computation of overtime.

3. Where a worker, other than a daily paid worker, is required to work on a public holiday, other than a Sunday, he shall be paid, in addition to his normal wage, any remuneration due under Section 7(a).

8. **(a) 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 worker shall, where he has been in continuous employment with the employer for a period of 12 consecutive months, be entitled, in the following 12 months, to 15 working days' leave on full pay.

(3) Where, at the end of the period of 12 consecutive months, the worker has not taken the sick leave to which he is entitled to under paragraph (1) above, any outstanding sick leave shall be accumulated to a maximum of 90 working days.

(4) The worker shall, except where the employer is aware of the nature of the illness, notify the employer of his illness as soon as possible.

(5) Where the worker remains ill for more than 3 consecutive working days, he shall forward to his employer a medical certificate on the fourth day of his absence.

(b) 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.

(2) The worker shall, where he has been in continuous employment with the employer for a period of 12 consecutive months, be entitled to 20 working days' annual leave on full pay in the following 12 months.

(3) The worker shall be entitled to 2 days' leave in every year, in addition to the leave specified in paragraph (2)

(4) The worker shall be paid a normal day's wage in respect of each day's annual leave still due at the end of the period of 12 consecutive months.

9. **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.

(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

10. **TRANSPORT BENEFITS AND FACILITIES**

(1) The employer shall, where the distance between the worker's residence and his place of work exceeds 3 km, provide the worker with free transport from the worker's place of work to his residence, or pay him the equivalent of the return bus fare.

(2) The employer shall, irrespective of the distance between the worker's residence and his place of work, provide the worker with free transport from the worker's residence to his place of work and from the worker's place of work to his residence, where the worker is required by his employer to attend or cease work at a time when no public bus service is available.

(3) The employer shall, where the worker 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 to the worker.

11. **PROTECTIVE EQUIPMENT**

(a) The worker shall be provided with appropriate protective equipment as specified in the Occupational Safety, Health and Welfare Act.

(b) The employer and the worker shall also abide by the provisions of the Occupational Safety, Health and Welfare Act as regards to protective equipments.

12. **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.

12a. **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.

13. **TRADE UNION MEMBERSHIP**

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

14. **PERMITS AND VISA**

The employer shall complete all necessary procedures and formalities for obtaining the Entry Visa, Work Permit and Residence Permit for the worker and shall pay the relevant fees.

15. **INSURANCE COVER**

The employer shall insure the worker against any liability for any case of injury and death arising out of and in the course of his employment.

16. AIR TICKET

The employer shall provide the worker with an air ticket to return to his home country on termination of contract of employment or for any cause whatsoever.

17. REPATRIATION IN CASE OF DEATH

(1) The employer shall, in case of death of the worker, arrange for the corpse or the remains to be sent back to his country of origin.

(2) The employer shall bear all expenses including airfreight.

18. 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.

19. 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.

20. The worker shall also benefit, to all intents and purposes, such other conditions of employment as prescribed by law. Both the employer and the worker understand and accept the aforesaid terms and conditions.

.....
(Employer)

.....
(Worker)

Date:

Date: