

**CONTRACT OF EMPLOYMENT
BETWEEN**

..... (an enterprise governed by the Livestock Workers Remuneration Order Regulations) duly represented by
..... Director, of, hereinafter referred to as the "the Employer".

AND

Mr 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 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 period of years as from date of arrival in Mauritius (subject to approval by the Government of Mauritius and approval of work permit)

4. PAYMENT OF REMUNERATION

(1) The Employer shall pay the Employee 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 Employee in Mauritian rupees.

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

(4) 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).

(5) The Employer shall, at the time of payment of the remuneration, issue to the Employee a pay slip stating, *inter alia*-

(a) the worker's name;

(b) his total wages and each item of allowance;

(c) every deduction made and its purpose;

(d) the total number of days on which he was present at work;

(e) the hours of extra work and the corresponding extra payment.

5. HOURS OF WORK

(i) The Employee shall be required to perform 45 hours' work in a week including work on Sundays and other Public Holidays.

(ii) The hours of work, excluding time allowed for meal and tea breaks, shall be of 8 hours per day from.....hours to hours from Mondays to Fridays and 5 hours' from.....hours to..... hours on Saturdays.

(iii) The Employee shall be granted one day's rest every week.

6. MEAL AND TEA BREAKS

The Employee shall be entitled to :-

(i) a meal break of one hour to be taken before noon; and

(ii) 2 tea breaks of 10 minutes each before and after the meal break.

7. EXTRA WORK

(i) The Employee shall, where he has performed more than the normal day's work be paid at one and a half times the basic rate per hour.

(ii) The Employee shall, in case he works on a public holiday, be paid

(a) for the first 8 hours at twice the basic rate per hour; and

(b) thereafter, at 3 times the basic rate per hour.

8. WORK IN CYCLONIC WEATHER

Where a worker works on a day on which a cyclone warning class III or IV is in force, he shall, in addition to any remuneration due to him, be entitled to --

(a) an allowance equal to not less than 3 times the basic rate in respect of every hour he remains at work; and

(b) adequate meal.

9. 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/-.

The meal allowance to be paid not later than the last working day of the pay period.

10. END OF YEAR BONUS/GRATUITY

(1) Every worker who has remained in continuous employment with the same employer for one year shall be entitled, at the end of the year to --

- (a) a bonus equivalent to 12 per cent of his earnings for that year if he has performed a number of normal days' work which is not less than 62 per cent and not more than 75 per cent of the number of working days in that year; or
- (b) a bonus equivalent to 14 per cent of his earnings for that year if he has performed a number of normal days' work which is more than 75 per cent but not more than 85 per cent of the number of working days in that year; or
- (c) a bonus equivalent to 16 per cent of his earnings for that year if he has performed a number of normal days' work which is more than 85 per cent of the number of working days in that year.

(2) Every worker who has remained in continuous employment with the same employer for one year but who does not qualify for a bonus under subparagraph (1) shall be entitled to be paid a bonus equivalent to 8.4 per cent of his earnings for that year.

(3) Every worker who --

- (a) takes employment during the course of the year;
- (b) is still in employment as at 31 December; and
- (c) has performed a number of normal days' work equivalent to not less than 80 per cent of the working days during his employment in that year,

shall be entitled at the end of that year to a bonus equivalent to 1/12 of his earnings for that year.

(4) Seventy-five per cent of the expected bonus shall be paid not later than 5 clear working days before 25 December and the balance not later than the last working day of the same year.

(5) For the purpose of payment of the end of year bonus a day on which a worker --

- (a) was absent with the employer's authorisation;
- (b) has reported for work but has not been offered work by his employer; or
- (c) has absented himself on ground of--
 - (i) illness after notification to his employer under paragraph 7(2) of the Second Schedule to the regulation; or
 - (ii) injury,

shall count as a working day.

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.

11. ANNUAL LEAVE AND ADDITIONAL LEAVE

- (a) 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.

The Employee, after completing 12 consecutive months' continuous employment with the Employer shall, in the following 12 months, be entitled to 16 days' paid leave.

The employee shall be paid a normal day's pay for each outstanding annual leave on completion of 12 consecutive months;

12. 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.

(1) The Employee, after completing 12 consecutive months' continuous employment with the Employer shall, in the following 12 months, be entitled to:-

- (i) 21 days' paid sick leave; and
- (ii) 15 days' sick leave on half pay for prolonged illness;

(2) The Employee shall notify the Employer of the illness on the first day of absence unless the employer is aware of the nature of his illness and forward a medical certificate to the Employer so as to reach him not later than the fifth day of absence if the illness lasts for more than 4 consecutive days.

13. TRANSPORT FACILITIES

- (1) The Employee 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 5 km in the case of a male worker.
- (2) the Employer shall, where 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 the workplace or from the workplace to the living quarter, provided that transport shall be provided up to a practicable place nearest the living quarters.
- (3) The Employer shall, where the Employee has suffered injury or falls sick necessitating his removal to his home or to a hospital or similar institution, provide promptly and at his own expense an appropriate means of transport to the Employee.

14. UNIFORMS AND PROTECTIVE EQUIPMENT

1. The Employer shall provide:

(a) every worker other than a watchman --

(i) 2 uniforms and 2 pairs of rubber boots every year;

(ii) a pair of gloves which shall be replaced as and when it becomes unserviceable;

2. Any uniform or protective equipment provided under subparagraph (1) shall remain the property of the employer.

3. The Employer and the Employee shall also abide by the provisions of the Occupational Safety, Health and Welfare Act as regards to protective equipments.

15. PUBLIC HOLIDAYS

(1) Where a daily paid worker has remained in continuous employment with the same employer for 12 consecutive months, he shall be entitled, in the following 12 months, to a normal day's wages in respect of every public holiday, other than a Sunday, that occurs while he is in the service of the employer and on which he is not required to work.

(2) Where a worker who would otherwise have been entitled to a normal day's wages under subparagraph (1) or a monthly paid worker 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 one normal day's wage in addition to any remuneration due under paragraph 2.

16. LIVING CONDITIONS

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

16a. 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.

17. TRADE UNION MEMBERSHIP

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

18. 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.

19. INSURANCE COVER

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

20. 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.

21. REPATRIATION IN CASE OF DEATH

(1) The Employer shall, in case of death of the Employee, arrange for the corpse to be sent back to his country of origin should local burial be rejected by the employee's next of kin.

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

22. 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.

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. The Employee shall also benefit, to all intents and purposes, such other conditions of employment as prescribed by law including the Livestock Workers (Remuneration Order) Regulations.

Both the Employer and the Employee understand and accept the aforesaid terms and conditions.

.....
(EMPLOYER)

.....
(EMPLOYEE)

Date:.....

Date.....