

**CONTRACT OF EMPLOYMENT
NURSING HOME
BETWEEN**

.....(NAME OF COMPANY), (an enterprise governed by the Nursing Home Remuneration Order Regulations) having its Registered Office at....., duly represented by Mr/Ms/Mrs.....ofhereinafter referred to as the "the Employer".

AND

Mr/Ms/Mrs of(Country Name) bearing Passport Number 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 of employment 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 duration ofas 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 basic wage of Rs atintervals. The basic salary shall be adjusted each year as per the 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, EPZLWF).

(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/ job title, grade and rate of pay of the Employee;
- (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) the amount of any bonus paid;
- (e) the total wages and each item of allowance, including piece rate earnings; and
- (f) any deduction made and the reason thereof.

5. HOURS OF WORK

In accordance with Nursing Homes Remuneration Order Regulations (which requires 195 hours of work per month including Sundays) and with the official roster of the clinic/nursing home, the Employee shall be required to work:

- When on day duty – (shifts start from.....a.m to.....p.m)
- When on night duty – (shifts start fromp.m toa.m)

Excluding time allowed for meal and tea breaks.

Working hours may be changed as per exigencies of the post. Management reserves the right to change the above working hours as and when required with reasonable notice.

The Employee shall not be required to work continuously for a period exceeding 16 hours

6. MEAL AND TEA BREAKS

The Employee shall be entitled on every working day to -

- (a) a meal break of hour;
- (b) two tea breaks of 10 minutes each; and
- (c)hours rest (on night duty).

7. 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/-.

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8. OVERTIME

(1) The Employee shall, where he works in excess of 195 hours in a month, be paid at not less than one and half time the basic rate.

(2) The Employee shall, where he works on rest day or on a public holiday other than a Sunday, be paid:

- (a) for the first 8 hours, at not less than twice the basic rate;
- (b) thereafter, at not less than 3 times the basic rate.

9. 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, after completing 12 consecutive months' continuous employment with the Employer shall, in the following 12 months, be entitled to:-

- (a) where the Employee is employed on a six-day week-
 - (i) 21 days' paid sick leave; and
 - (ii) 15 days' sick leave on half pay for prolonged illness;

(3) The Employee shall notify the Employer of the illness on the **first** day of absence and forward a medical certificate to the Employer so as to reach him not later than on the **fifth** day of absence in case the illness continues for more than **4** consecutive days.

10. 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.

(b) 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

(c) 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;

11. 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 3.2 km.

(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 or from the workplace or both, as the case may be, 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.

12. UNIFORM and PROTECTIVE EQUIPMENT

1. (i) Every employer shall, not later than 31 May in each year, provide:-

(a) 2 uniforms and 2 pairs of appropriate shoes to every charge nurse or ward sister, nurse, assistant nurse, midwife, nursing aid, nursing home attendant, cook and kitchen help;

(b) 2 caps to every cook;

(c) 2 aprons to every cook and kitchen help;

(d) 2 uniforms, one pair of boots and 3 pairs of gloves to every gardener and every launderer;

(e) 2 overalls and one pair of boots to every handyman;

(f) 2 pairs of gloves to every nursing home attendant;

(g) 2 uniforms to every dispenser, medical laboratory technician and radiographer.

(ii) Every gardener shall be provided with a good quality raincoat every 4 years.

(iii) Gloves should be replaced as and when they become unserviceable.

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

13. 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.

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 Employee and shall pay the relevant fees.

15. 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.

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 his choice.

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

(1) The Employer shall, in case of death of the Employee, arrange for the corpse or the ashes to be sent back to his country of origin.

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

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

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.

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

.....
(Employee)

.....
(Employer)

Date:.....

Date:.....