

CONTRACT OF EMPLOYMENT

..... (an enterprise governed by the Public Transport (Buses) Workers Remuneration Order Regulations)
duly represented by the Managing Director Of, hereinafter referred to as "the Employer"
AND

Mr. of (country of origin) and bearing Passport No. hereinafter referred to
as the "Employee" of (full residential address of employee).

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) WORK PLACE

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

3) DURATION OF CONTRACT

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

5) **TRADE UNION MEMBERSHIP:** The employee will be free to join any Trade Union of his own choice.

6) PAYMENT OF REMUNERATION

1) The Employer shall pay the Employee a monthly basic wage of Rs at monthly intervals.

2) The Employer shall pay the Employee in Mauritius 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 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) Amount of any bonus paid;
- e) Total wages and each item of allowance and

f) Every deduction made and the reason thereof.

6) HOURS OF WORK

i. The Employee shall be required to perform 40 hours work in a week.

ii. The hours of work, excluding time allowed for meal and tea breaks shall be: 40 normal working hours performed at any time between 5 a.m. and 10 p.m. per week i.e. five days of eight hours whether consecutive or not.

7) MEAL AND TEA BREAKS

The Employee shall be entitled to:-

i. A meal break of one hour; and

ii. 2 tea breaks of at least 10 minutes each.

8) OVERTIME

1) Any worker who does not wish to work overtime on a particular day shall notify his employer in writing, at least 3 working days in advance, of his intention not to work on that day.

2) No worker shall, except in cases of emergency arising out of unforeseen circumstances or unless he voluntarily agrees to do so, be required to work overtime for more than one hour or any day.

3) Work performed in excess of a normal day's work, exclusive of spreadover and meal time, shall be paid –

a) Where the worker has been in attendance at work, exclusive spreadover for more than 40 hours in the week –

i. At not less than 3 times the basic rate per hour on any public holiday; or

At not less than one and a half times the basic rate per hour on any other day; and

b) Where the worker has been in attendance at work, exclusive of spreadover, for not more than 40 hours in the week

i. At not less than 2 times the basic rate per hour on any public holiday; or

At not less than the normal rate per hour on any other day.

ii. 4) For the purposes of subparagraph (3), any worker who is on any day on leave with pay shall be deemed in respect of that day to have put in a normal day's attendance at work.

9) NIGHT DUTY

(1) Subject to subparagraph (2), any worker who works between 9 p.m. on any day and 5 a.m. on the following day, as overtime or otherwise, shall be paid at 2 times the basic rate per hour he would have been paid if the work had been performed between 5 a.m. and 9 a.m. on that day.

(2) Where night duty is performed wholly or partly on a public holiday, the worker shall, in respect of the work performed on the public holiday, be paid at 2 times the basic rate per hour he would have been paid if the work had been performed between 5 a.m. and 9 a.m. on that day.

(3) No worker shall be required or allowed to resume duty on any day within 10 hours of the completion of the previous day's work

10) PUBLIC HOLIDAY

(1) A normal day's work performed by any worker on a public holiday shall be remunerated at not less than 2 times the daily basic rate.

(2) Any worker who does not wish to perform work on a public holiday shall notify his employer in writing, at least 3 days in advance, of his intention not to work on that day.

11) 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/-.

(2). Any worker who works on a special route for not less than 8 hours on any day, shall be paid in advance, a meal allowance of Rs 70/- in respect of that day.

12) ATTENDANCE BONUS

(1) Every worker, other than a casual worker, who, during a period of one month, does not absent himself from work on any day on which he is required to work, shall be entitled at the end of that month to an attendance bonus of not less than 10 percent of his basic wages for that month.

13) END OF YEAR BONUS / GRATITUDE

(i) The Employer shall pay the Employee either an End of Year Bonus equivalent to 1/12 of his 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 in employment on 31st December of that year.

(ii) 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 ground of redundancy.

(iii) 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.

(iv)

14) ANNUAL LEAVE

15) 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)

(i) The Employee, after completing 12 consecutive months' continuous employment with the employer shall, in the following 12 months, be entitled to 14 days annual leave on Full pay.

(ii) The Employee shall be paid a normal day's pay for each outstanding annual leave on completion of 12 consecutive months.

16) SICK 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 sick leave up to a maximum of 6 days' sick leave.

(1) Where any monthly paid worker works for 230 days in any continuous period of 12 months, he shall be entitled during the following period of 12 months to –

(a) 21 day's sick leave on full pay; and

(b) A further period of 30 day's sick leave on half pay provided that

(i) he is admitted to a clinic or hospital; or

(ii) a medical practitioner of a clinic or hospital certifies that the worker needs time for the recuperation of his health after his discharge from the clinic or hospital.

(2) Where any worker is absent on the ground of illness, he shall notify his employer on the first day of his illness.

(3) Where any worker is ill for 2 consecutive days or more, he shall forward to his employer a medical certificate not later than 4p.m. on the day following the second day of absence.

(4) Every employer may, at his discretion and at his own expense, cause a worker who is absent on the ground of illness to be medically examined by a medical practitioner of his choice.

(5) Every employer shall appoint his own medical practitioner or a panel of medical practitioners.

(6) Every worker may, at his discretion, be examined by a medical practitioner appointed under subparagraph (5) and the employer shall refund the consultation fee paid by the worker to such medical practitioner.

(7) For the purpose of subparagraph (1) –

(a) absences on sick leave or annual leave;

(b) where a worker is not entitled to sick leave or annual, a maximum of 14 days medically certified absences;

(c) absences due to suspension from duty on disciplinary ground;

or

(d) absences on days where a cyclone warning class III or IV is in force, unless the worker forfeits his day's pay, shall be deemed to constitute attendance at work.

17) TRANSPORT BENEFITS AND FACILITIES

(1) Subject to subparagraph (2) and (3), every worker traveling to and from his place of work for the purposes of performing his duty shall be provided with free transport.

(2) Subject to subparagraph (3), where any employer cannot provide his worker with free transport, he shall pay that worker an allowance equivalent-

a) to the expenses incurred by the worker on bus fares where transport facilities by bus are available; or

b) to the cost of transport reasonably incurred by the worker where transport facilities by bus are not available.

- (3) Where any worker is required to travel over a distance which is not serviced by a bus, no allowance shall be payable in respect of the traveling expenses incurred by the worker to travel over such distance.
- (4) Any worker who is on sick leave and who is capable of traveling shall be provided with free transport in his employers' bus on the normal route, whenever available, to enable him to obtain a medical certificate or to proceed for treatment.

18) UNIFORMS AND PROTECTIVE EQUIPMENT

- (1) (a) Every employer shall provide to every monthly paid worker with
- (i) 3 polyester suits, consisting each of a jacket and a pair of trousers, every year;
 - (ii) 3 pairs of leather shoes, every year; and
 - (iii) a cap and a raincoat, every 2 years.
- (b) The 3 suits and 3 pairs of shoes specified in subparagraph (1) (a) may be provided either –
- (i) not later than 30 April; or
 - (ii) in respect of the first 2 suits and the first 2 pairs of shoes not later than 30 April; and
 - (iii) in respect of the third suit and third pair of shoes not later than 30 October.
- (c) The items specified at subparagraph 1 (b) shall be replaced as soon as they become unserviceable..

(2) Every casual worker who has worked for not less than 180 days in any year with the same Employer shall be provided –

- (a) With one suit and one pair of shoes not later than 30 April in every following year.
- (1) All items of clothing mentioned in this paragraph shall be of a quality to be approved by a Joint Industrial Council or, in case of disagreement or where such Joint Industrial Council does not exist, by the Ministry or his representative.
- (2) Every worker who is provided with suits, caps, and shoes and does not wear them regularly in any year shall not be entitled to those suits, caps and shoes in the following year.

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. LIVING CONDITIONS

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

20a. 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.

21. AIR TICKET

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

22. REPATRIATION IN CASE OF DEATH

- (i) The Employer shall, in case of death of the Employee, arrange for his corpse to be sent back to his country of origin, should local burial be rejected by the Employee's next of kin.
- (iii) The Employer shall bear all the expenses including airfreight.

23. 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.
24. 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.

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

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

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(EMPLOYER)

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(EMPLOYEE)

