

**CONTRACT OF EMPLOYMENT
TRAVEL AGENTS & TOUR OPERATORS
BETWEEN**

.....(NAME OF COMPANY), having its registered office at, duly represented by Mr/Ms/Mrsofhereinafter referred to as the "the employer".

AND

Mr/Ms/Mrs.....of(country of origin) bearing Passport No..... hereinafter 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 ofas 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 atintervals. 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 paying the wage of the worker, issue to him a payslip stating, interalia:
 - (i) the worker's name, national identify card number, category, job title, grade and rate of pay;
 - (ii) the total number of days on which he was present at work;
 - (iii) the number of hours of extra work performed by him and the corresponding extra payment;
 - (iv) each item of allowance, including any productivity payment;
 - (v) his total wages; and
 - (vi) every deduction made and the reason thereof.
- (6) Where the worker is called to replace another worker drawing higher remuneration, he shall be paid the remuneration applicable to that other worker.

5. NORMAL WORKING HOURS

1. The normal working week of the worker may begin on any day whether or not a public holiday and shall consist of 45 hours of work, excluding time allowed for meal and tea breaks.
2. The worker shall be entitled on any working to a meal break of 1 hour and two tea breaks of 15 minutes each.
3. The worker shall be entitled to a rest day in each working week, and the rest day shall be at least twice a month be a Sunday except where his services are required in specific circumstances.
4. Where the worker works on a rest day, he shall be entitled to a rest day on the following day.
5. The worker shall be not be required to work continuously for a period exceeding 12 hours.

6. 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 shall be paid not later than on the last working day of the pay period.

7. EXTRA WORK

Where the worker:

- (a) works on a public holiday or a weekly rest day, he shall be remunerated:
 - (i) for the first 8 hours at twice the basic rate per hour; and
 - (ii) thereafter, at three times the basic rate per hour.
- (b) performs more than 45 hours of work in any week, not being hours of work referred to in sub-paragraph (a), he shall be remunerated at one and a half times the basic rate per hour.
- (c) Where the worker works on a public holiday other than a Sunday, he shall be paid at the end of the next pay period, in addition with normal wage, any remuneration due under sub paragraph (a) and (b) as the case may be.

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

(i) 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.

(ii) 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.

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

(iv) 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 worker shall, where he has completed 12 months' continuous employment in a year, be paid an End of Year Gratuity equivalent to one month wages payable in December.

(2) The employer shall pay to the worker an End of Year Gratuity on a pro-rata basis where the worker has been in continuous employment for part of the year and is in employment on the 31st December.

(3) The worker shall, where the contract of employment is terminated in the course of the year on ground of redundancy, be paid an End of Year Gratuity on a pro-rata basis.

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. 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.

13. 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.

14. 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.

14a. 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.

15. TRADE UNION MEMBERSHIP

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

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)
Date.....

.....
(Worker)
Date.....