

**CONTRACT OF EMPLOYMENT
(FIELD CROP AND ORCHARD WORKERS REGULATIONS)
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).

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 duration ofmonths as 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 Worker a monthly basic wage of Rs per month, at monthly intervals. The basic wages shall be adjusted each year as per the appropriate Additional Remuneration and National Minimum Wages Regulations.
- (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.
- (5) The Employer shall, at the time of payment of the remuneration, issue to the Worker a pay slip as prescribed by law.

5. HOURS OF WORK

1. The Worker shall be required to work for 45 hours per week, excluding time allowed for meal and tea break, and the normal working week of any worker may begin on any day of the week, subject to operational requirements of the employer. It shall be: -

- (a) 9 hours' work on any 5 days of the week, other than a public holiday; or
- (b) 8 hours' work on any 5 days of the week other than a public holiday; and 5 hours' on one day of the week other than a public holiday

2. No worker shall, except in special circumstances and subject to other enactment, be required to work for more than 12 hours per day.

3. 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 shall be a Sunday and if by nature of the operational requirements the employer operates on a 7 day week, the rest day shall at least twice a month be a Sunday.

6. LIMITATIONS ON ASSIGNMENT OF WORK

A female worker shall not be required to do holing, epierreage, forking, crowbar work, loading, heavy cleaning or any work involving the carrying of a load of more than 18 kgs.

7. 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, 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 85.00.

2. In case the migrant worker is being regularly paid a meal allowance or is being regularly provided with free meal of a higher value, sub paragraph (1) above shall not be applicable.

8. OVERTIME

1. Where a worker works on a week day for more than his normal day's work he shall be remunerated at one and a half times the rate of his normal hours.

2. Where a worker works on a public holiday, he shall be remunerated at twice the rate per hour for every hour of work performed during his normal working hours; thereafter at not less than three times the rate of his normal rate.

3. The employer shall give as far as practicable at least 24 hours notice to perform overtime work.

9. PUBLIC HOLIDAY

1. Every worker shall be entitled to a normal day's pay in respect of every public holiday, other than a Sunday, that occurs on any of his normal working days.

2. Where a worker is required to work on a public holiday, other than a Sunday, he shall be paid, in addition to a normal day's pay under sub paragraph 1, any remuneration due for overtime work.

10. CYCLONIC WEATHER

Where a Cyclone warning Class III or IV is in force, a worker may absent himself from work and the employer shall pay remuneration to the worker at the normal rate in respect of the period of absence.

Where a worker works when a cyclone warning Class III or IV is in force, he shall be entitled to an allowance of three times the basic rate per hour in respect of every hour of work performed and adequate free meals, in addition to any remuneration due to him.

11. ANNUAL LEAVE

1. Every 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 22 working days' annual leave on full pay in the following 12 months.

3. 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.

12. SICK LEAVE

1. Every 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. The worker shall, except where the employer is aware of the nature of the illness, notify the employer of his illness on the first day of absence. 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.

13. END OF YEAR BONUS/GRATUITY

1. Where the worker 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 The Employer shall pay the worker, either a gratuity in accordance with the End of Year Gratuity Act 2001, whichever is the higher or an End of Year Bonus equivalent to:-

- (a) 16% of his earnings if he has performed more than 85 % of the number of working days;
- (b) 14% of his earnings if he has performed more than 75 % to 85% of the number of working days;
- (c) 12% of his earnings if he has performed 62% to 75% of the number of working days;
- (d) 8.4% of his earnings if he has performed less than 62% of the number of working days.

2. 75% of this expected bonus is payable not later than 5 working days before 25 December and the balance not later than the last working day of the year.

3. The Employer shall pay the worker an End of Year Bonus equivalent to 1/12 of his yearly earnings on the last working day when:-

- (a) the contract of determinate duration ends before the 31 December of any year;
- (b) the contract is terminated in the course of the year for any reason;
- (c) the worker resigns in the course of the year after having been in continuous employment for at least 8 months.

14. 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 and back, or pay him the equivalent of the return bus or light rail fare as the case maybe.

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 or light rail 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.

4. The Employer shall not transport a Worker or cause a Worker to be transported from his place of residence to his place of work or from his place of work to his residence in a goods vehicle, unless licensed for that purpose by the NLTA

15. PROTECTIVE EQUIPMENT

1. The employer shall provide to the worker:-

- (a) two uniforms every year;
- (b) two pairs of rubber boots simultaneously every two years;
- (c) a plastic rain coat with a hood every two years and;
- (d) a pair of rubber gloves which shall be replaced when unserviceable.

2. The worker shall be provided with appropriate protective equipment as specified in the Occupational Safety and Health Act. The employer and the worker shall also abide by the provisions of the Occupational Safety and Health Act as regards to protective equipment.

16. LIVING CONDITIONS AND CLEANLINESS

The employer shall provide free of charge decent accommodation, inclusive of water, electricity, gas, necessary furniture and sanitary amenities as well as sleeping facilities. 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. SAFEKEEPING OF THE PASSPORT

(a) The Employer shall not hold the passport and other identification documents of the worker;

(b) The Passport of the Worker shall be in his/ her possession at all times.

19. 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.

20. 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.

21. AIR TICKET/ REPATRIATION

(i) The repatriation cost of the worker from their place of work to his/her original exit point in his /her country of origin shall be borne by the employer under the following circumstances:

(a) upon completion of this contract of employment;

(b) Termination of this contract of employment by the employer other than non-compliance of the terms and conditions of this contract of employment by the worker; or

(c) Termination of this contract of employment due to non-compliance of the terms and conditions of this contract of employment by the employer.

(ii) The worker shall be responsible to bear related expenses under the Mauritian Laws and expenses relating to repatriation for the circumstances that are not mentioned in the above clause.

22. REPATRIATION IN CASE OF DEATH

(1) In the event of death of the worker, the Employer shall bear the costs of the repatriation of the dead body;

(2) If the funeral takes place in Mauritius with the consent of the family of the deceased, the Employer shall bear the costs of the funeral and the repatriation of the remains;

(3) The Employer shall promptly settle the due salary, insurance and other benefits to the family of the deceased.

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. The Employee shall be given a hearing and may request the assistance of –

(a) a representative of a trade union or a legal representative; or

(b) an Officer of the Ministry of Labour, Human Resource Development and Training, where he is not assisted as specified in part (a).

(2) All cases of termination of employment shall be effected in accordance with the provisions of the Workers' Rights Act 2019.

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, Human Resource Development and Training of the Republic of Mauritius and the laws of the Republic of Mauritius. The terms and conditions of employment of the worker shall be governed principally by The Field Crop and Orchard Workers Regulations, Workers Rights Act 2019, and any other related enactment.

.....
(Employer)

Date:

.....
(Worker)

Date: