

## CONTRACT OF EMPLOYMENT

### (Factory) BETWEEN

.....having its registered office at..... duly represented by Mr ..... of  
..... hereinafter referred to as the "the employer".

#### AND

Mr .....of .....(country of origin)  
bearing passport No .....hereinafter referred to as the "worker" of ..... (full residential  
address of worker 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 of ..... months as from date of issue of work permit, 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 the 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. The worker shall not, 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 day 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. MEAL ALLOWANCE

(1) The worker shall, in addition to any remuneration due, be provided by the employer with an adequate free meal or be paid a meal allowance of Rs. 85.00 where -

(a) he is required to perform more than 2 hours' extra work after having completed his normal day's work on any day of the week;  
or

(b) he is required to perform a normal day's work of at least 10 hours.

(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, paragraph (1) above shall not be applicable.

#### 7. OVERTIME

1. Where the 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 the worker works on a public holiday, he shall be remunerated at twice the rate per hour for every hour of work performed during the normal working hours and thereafter at three times the rate per hour.

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

#### 8. PUBLIC HOLIDAY

1. The 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 the 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.

#### 9. CYCLONIC WEATHER

Where a Cyclone warning Class III or IV is in force, the 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 the 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.

#### **10. ANNUAL LEAVE**

1. The 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.

#### **11. SICK LEAVE**

1. The 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.

#### **12. END OF YEAR BONUS/GRATUITY**

1. The employer shall pay the worker, 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 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. 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.

2. 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.

#### **13. 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 fare 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 the worker or cause the 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 by the NLTA under the Road Traffic Act.

#### **14. ATTENDANCE BONUS**

(1) The employer shall pay to the worker an attendance bonus of 5% of the basic wages for the month, where the worker does not absent himself from work on any day on which he is required to work.

(2) For the purpose of sub paragraph (1), absences on annual leave and injury at work shall not be deemed to be absence from work.

#### **15. PIECE WORK**

(1) The worker and the employer shall, where the worker is required to perform piece work by the employer, agree upon the rates thereof between them and the rates shall be so determined that the worker shall earn not less than 10% over and above the prescribed basic rate.

(2) The worker shall, where he is required to perform piece work on a Public Holiday or in excess of 45 hours in any week, be remunerated at a rate which shall not be less than a sum exceeding that to which he would be normally entitled by 10%.

**16. PROTECTIVE EQUIPMENT**

1. The employer shall provide the worker: -
  - (a) a pair of rubber boots and a pair of rubber gloves when he is required to work in water or to handle corrosive chemical agents;
  - (b) 2 overalls or uniforms yearly to every as factory operator, factory attendant and unskilled worker.
2. The employer and the worker shall also abide by the provisions of the Occupational Safety and Health Act.

**17. LIVING CONDITIONS**

The employer shall provide free of charge to the worker decent accommodation inclusive of water, electricity, gas, necessary furniture and sanitary amenities as well as sleeping facilities.

**18. 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.

**19. TRADE UNION MEMBERSHIP**

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

**20. SAFEKEEPING OF THE PASSPORT**

- (1) The employer shall not hold the passport and other identification documents of the worker.
- (2) The passport of the worker shall be in his/ her possession at all times.

**21. 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.

**22. 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.

**23. AIR TICKET/ REPATRIATION**

- (1) 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.

(2) 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.

**24. 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.

**25. 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 worker when given a hearing 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).
- (3) All cases of termination of employment shall be effected in accordance with the provisions of the Workers' Rights Act 2019.

26. The terms and conditions of employment of the worker shall be governed principally under the Factory Employees (Remuneration) Regulations 2019, Workers' Rights Act 2019, and any other related enactment.

27. For all intents and purposes, this contract of employment and the laws of the Republic of Mauritius 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.

.....  
**(Employer)**

.....  
**(Worker)**

Date: .....

Date: .....