CONTRACT OF EMPLOYMENT

**(FIELD CROP AND ORCHARD SECTOR)**

**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 ………………………… in the Field Crop and Orchard Sector.

**2. WORKPLACE**

 The worker shall be required to perform work at ……………………………………… or any other site of work of 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.

1. **PAYMENT OF REMUNERATION**
2. The employer shall pay the worker a basic wage of Rs ……………… at monthly intervals. The basic wages shall be adjusted each year as per the appropriate Additional Remuneration and National Minimum Wages Regulations.
3. The employer shall pay the worker in Mauritian rupees.
4. The payment of total salary and other benefits shall be effected directly to the worker in Mauritius.
5. The employer shall not make any deduction from the wages of the worker, except as authorized by the Law.
6. 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: -
2. 9 hours’ work on any 5 days of the week, other than a public holiday; or
3. 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
4. The worker shall not, except in special circumstances and subject to other enactment, be required to work for more than 12 hours per day.
5. 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. LIMITATIONS ON ASSIGNMENT OF WORK**

1. A female worker shall not be required to do holing, epierrage, forking, crowbar work, loading, heavy cleaning or any work involving the carrying of a load of more than 18 kgs.
2. Where a female worker is required to carry a basket of scum, sand, manure or fertilizers, her employer shall cause a male worker to be present to help her lift the basket.

 **7. 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 –
2. He/she is required to perform more than 2 hours’ extra work after having completed his/her normal day’s work on any day of the week; or
3. He/she is required to perform a normal day’s work of at least 10 hours.
4. In case the migrant worker is being regularly paid a meal allowance or is being regularly provided with free meal of a higher value, subparagraph (1) above shall not be applicable.

**8. OVERTIME**

1. Where the worker works on a week day for more than his/her normal day’s work he/she shall be remunerated at one and a half times the rate of his/her normal hours.
2. Where the worker works on a public holiday, he/she shall be remunerated at twice the rate per hour for every hour of work performed during his/her normal working hours; thereafter at not less than three times the rate of his/her normal rate.
3. The employer shall give as far as practicable at least 24 hours’ notice to the worker to perform overtime work.

**9. 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/her 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 paragraph **9** (1), any remuneration due for overtime work.

**10. CYCLONIC WEATHER**

1. Where a Cyclone warning Class III or IV or a safety bulletin issued under the Mauritius Meteorological Services (Warnings) Regulations 2023 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.
2. Where, during a period of extreme weather conditions, including, but not limited to heavy or torrential rainfall, an order is issued by the National Crisis Committee requiring any person to remain indoors, or a state of disaster is declared, the employer shall not require the worker to report to work, or to continue to work, where he/she is exposed to the weather conditions.
3. Where the worker works when a cyclone warning Class III or IV is in force, he/she 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/her.

**11**.  **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/she 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/she 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. **T**he 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/she 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/she 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/her illness on the first day of absence. Where the worker remains ill for more than 3 consecutive working days, he/she shall forward to his/her employer a medical certificate on the fourth day of his/her absence.
3. Where, at the end of a period of 12 consecutive months, the worker has not taken the sick leave to which he/she is entitled under subparagraph (2), any outstanding sick leave shall be accumulated.

**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/she 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: -
2. 16% of his/her earnings if he/she has performed more than 85 % of the number of working days;
3. 14% of his/her earnings if he/she has performed more than 75 % to 85% of the number of working days;
4. 12% of his/her earnings if he/she has performed 62% to 75% of the number of working days;
5. 8.4% of his/her earnings if he/she has performed less than 62% of the number of working days.
6. Seventy-five percent 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.
7. The employer shall pay the worker an End of Year Bonus equivalent to 1/12 of his/her yearly earnings on the last working day when: -
8. the contract of determinate duration ends before the 31 December of any year;
9. the contract is terminated in the course of the year for any reason;
10. the worker resigns in the course of the year after having been in continuous employment for at least 8 months in that year.

**14. TRANSPORT BENEFITS AND FACILITIES**

1. The employer shall, where the distance between the worker’s residence and his/her place of work exceeds 3 km, provide the worker with free transport from the worker’s place of work to his/her residence and back, or pay him the equivalent of the return bus or light Rail fare as the case may be.
2. The employer shall, irrespective of the distance between the worker’s residence and his/her place of work, provide the worker with free transport from the worker’s residence to his/her place of work and from the worker’s place of work to his/her 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/her removal to his/her home or to a hospital or similar institution, promptly and at his/her 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/her place of residence to his/her place of work or from his/her place of work to his/her residence in a goods vehicle, unless licensed for that purpose by the NLTA.

**15. PROTECTIVE EQUIPMENT**

1. The employer shall provide to the worker: -
2. two uniforms every year;
3. two pairs of rubber boots simultaneously every two years;
4. a plastic rain coat with a hood every two years and;
5. a pair of rubber gloves which shall be replaced when it becomes unserviceable.
6. 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**

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

**18. 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.

**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/her employment.

**21. RECRUITMENT/EMPLOYMENT COSTS**

The worker shall not pay any fee in relation to his/her recruitment and all costs for his/her recruitment, including his/her travel expenses, shall be borne by the employer.

**22. AIR TICKET/ REPATRIATION**

* 1. The cost of air ticket of the worker from his/her country of origin to the Republic of Mauritius shall be borne by the employer
	2. 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: -
		1. upon completion of this contract of employment;
		2. 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
		3. termination of this contract of employment due to non-compliance of the terms and conditions of this contract of employment by the employer.
	3. In case of non-compliance with the terms and conditions of this contract of employment and in violation of the Mauritian Labour laws, the worker shall be responsible to bear all related expenses relating to his/her repatriation.

**23. 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.

**24. 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 –
3. a representative of a trade union or a legal representative; or
4. an Officer of the Ministry of Labour, Human Resource Development and Training, where he/she is not assisted as specified in part (a).
5. All cases of termination of employment shall be effected in accordance with the provisions of the Workers’ Rights Act 2019.

**25**. **CLEARANCE CERTIFICATE**

The employer shall not repatriate the worker upon, or before, expiry of his/her contract of employment for whatsoever reason without prior notification to the Permanent Secretary of the Ministry of Labour, Human Resource Development and Training, for necessary clearances from the relevant authorities as appropriate.

**26. SHARING OF INFORMATION**

The worker accepts that his/her personal information, including but not limited to his/her name, contact details, photograph and employment details, may be shared with authorized persons for a work permit in compliance with the Non-Citizens (Employment Restriction) Act.

**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 and which has not been vetted by the Ministry of Labour, Human Resource Development and Training 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 (Remuneration) Regulations 2019, Workers Rights Act 2019, and any other related enactment

 ……………………………………. ………………………………..

 **(Employer)**  **(Worker)**

Date**:** ……………………. Date: ………………………

**NOTE: REPORTING OF GRIEVANCE**

For any complaint/ representation/grievance regarding the terms and conditions of employment, the worker may contact the Ministry of Labour, Human Resource Development and Training at the following address:

 (i) One Stop Shop, Level 7, Victoria House, Cnr Barracks and St Louis Streets, Port Louis

 Tel. 207-2600 ext. 2212

 (ii) The Special Migrant Workers Unit, Level 7, Victoria House, Cnr Barracks and St Louis Streets, Port Louis

 Tel. 2072600 ext. 2213, 2214, 2236, 2237, 2234, 2235, 2637, 2640

 Email. osslabour@govmu.org