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10. **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..

11. **ANNUAL LEAVE**
(1) The 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.
(2) The worker shall, after completing 12 consecutive months’ continuous service, be entitled to 22 working days’ leave on full pay in the following 12 months.
(3) The worker shall be paid a normal day’s pay in respect of each day’s annual leave still due at the end of a period of twelve consecutive months.

12. **SICK LEAVE**
1. The 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, after completing 12 consecutive months’ continuous employment with the employer, be entitled during the following 12 months to 15 days’ paid sick leave.
3. The worker shall, where he absents himself on grounds of illness, notify the employer of the fact unless reasonable cause is shown on the first day of absence. Where the worker remains ill for more than three consecutive working days he shall forward a medical certificate to his employer on the 4th day of absence.

13. **END OF YEAR BONUS/GRAVITUITY**
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.

14. **TRANSPORT FACILITIES**
(1) The worker shall be entitled to free transport or be paid the return bus fare or light rail fare as the case maybe where no free transport is available, if the distance between his living quarters and his workplace exceeds 3 km.
(2) The employer shall, where the worker is required to attend or cease work at any time when no public transport is available, irrespective of the distance between the living quarters and the workplace, provide appropriate free means of transport from the living quarters to or from the workplace or both, as the case may be, provided that transport shall be provided up to a practicable place nearest the living quarters.
(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, provide promptly and at his own expense 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.

15. **PROTECTIVE EQUIPMENT**
(1) The employer shall provide to every worker specified in Part II of the 2nd Schedule of the Block making and Construction, Stone Crushing and Related Industries (Remuneration) Regulations 2019: –
   (a) either 2 pairs of boots or steel-capped shoes or a combination of both, a raincoat and 2 uniforms per year to every worker;
   (b) a helmet to every worker;
   (c) a pair of appropriate gloves, be it rubber, woolen, leather or otherwise to every worker;
   (d) a pair of towels every 6 months and a toilet soap every month and;
   (e) a respiratory mask to every worker directly exposed to dust and/or noxious emanations, either directly or as a result of working in confined spaces affected by dust and/or noxious substances and/or emanations;
   (f) a pair of goggles to every worker employed in hacking concrete, welding or stone drilling;
   (g) a protective waist band to every plant operator;
   (h) a safety belt to every worker employed in erecting steel structures;
   (i) a suitable apron to every blacksmith and every welder in his employment.
(2) The protective equipment provided under subparagraph (1) shall be first issued on assumption of duty by the worker and shall be renewed as and when they become unserviceable, except for the items under subparagraph(1)(a) above which shall be renewed by 30 April at latest every year. The protective equipment provided under subparagraph (1) shall remain the property of the employer.

(3) The employer shall provide and maintain in good hygienic condition, for use by his workers washing facilities and drinking water.

(4) The employer and the worker shall also abide by the provisions of the Occupational Safety and Health Act as regards to protective equipment.

16. ISSUE OF MILK
The employer shall provide to:
(a) every stone breaker, stone splitter, stone worker and block maker, on every day on which he attends work, with 1000 ml of milk.
(b) every painter and every welder, on every day on which he does painting or welding works, with 500 ml of milk.

17. SAFEKEEPING OF THE PASSPORT
The employer shall not hold the passport and other identification documents of the worker. The passport of the worker shall be in his/her possession at all times.

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 Worker and shall pay the relevant fees.

19. 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 employment.

20. LIVING CONDITIONS
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. 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. TRADE UNION MEMBERSHIP
The worker shall be entitled to join a trade union of her/his choice.

22. 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.

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.

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.
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. The terms and conditions of employment of the worker shall be governed principally by Block making, Construction, Stone Crushing and Related Industries (Remuneration) Regulations 2019, Workers Rights Act 2019, and any other related enactment.

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(EMPLOYER)

Date:..................

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(WORKER)

Date:.................