**CONTRACT OF EMPLOYMENT**

**(Banks Fisherman and Frigo Workers)**

**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 ……………………………………….

1. **WORKPLACE**

(a) The Worker shall be required to perform work on board the fishing vessel(s) and, where applicable or other sites of work for the Employer

(b) For Frigo-Workers, the place of work shall be at the designated fish harbour, cold storage facilities, refrigerated plants, or any such premises of the Employer as may reasonably be required.

1. **DURATION OF CONTRACT**

The contract shall be renewed for duration of ………….. months as from date of expiry of the last work permit, subject to the approval of the work permit by the Government of Mauritius. The initial date of entry being …………………..

1. **FISHING AGREEMENT**
2. The Employer shall provide the Worker with a copy of the fishing agreement at least one week before the departure of the fishing vessel on a fishing trip.
3. The fishing agreement shall contain, inter alia, the following details:
4. Hours of work to be mutually agreed by the Employer and the Worker;
5. Agreed remuneration, including basic wage in accordance to the National Minimum Wage Regulations, allowances, rate payable per catch and fish bonus;
6. Intervals at which remuneration shall be paid;
7. Allowance payable on public holidays, as specified in the Regulations;
8. Allowance payable for days on which fishing cannot be undertaken, as specified in the Regulations;
9. Allowance payable during sick leave, as specified in the Regulations; and
10. Fringe benefits, if any, granted by the Employer.
11. **PAYMENT OF REMUNERATION**
12. The Employer shall guarantee the worker at least a basic wage of Rs …………….at monthly intervals in accordance to the National Minimum Wage Regulations, if the employer fails to provide work to the worker and where the worker’s catch does not meet the National Minimum Wage
13. The basic wages shall be adjusted each year as per the appropriate Additional Remuneration and National Minimum Wages Regulations.
14. Where the catch is as per dory of three fishermen, the worker shall be paid the rates in accordance to Banks Fishermen and Frigo-workers (Remuneration) Regulations.
15. The employer shall pay the worker in Mauritian Rupees.
16. The payment of total salary and other benefits shall be effected directly to the worker in Mauritius.
17. The employer shall not make any deduction from the wages of the worker, except as authorized by the Law.
18. The employer shall, at the time of payment of the remuneration, issue to the worker a pay slip as prescribed by law.
19. **HOURS OF WORK**
20. A normal working week of the Worker shall consist of the hours necessary for the performance of duties on board the fishing vessel, including preparation, fishing, frigo-work, and return to port.
21. A normal day’s work shall consist of the hours required to complete fishing operations, exclusive of meal and tea breaks, as may be determined by the employer.
22. Unless otherwise agreed, every employer shall grant to a worker on each working day –
23. a meal break of one hour not later than after 4 consecutive hours of work; and
24. one tea break of at least 20 minutes or 2 tea breaks of at least 10 minutes each.
25. The Employer shall maintain an attendance record on board in which the time the Worker assumes and finishes duty shall be recorded, and the Worker shall sign against his entries.
26. The Worker shall not, except in special circumstances and subject to the Banks Fishermen and Frigo-Workers Regulations, be required to work more than 12 hours per day.
27. The Worker shall be entitled to a rest period of at least 24 consecutive hours in every seven-day period. Where operational requirements necessitate, the rest period shall be scheduled in a manner consistent with safe and reasonable work conditions.
28. **ALLOWANCES**
29. In addition to the basic wage the employer shall pay:
30. **B**oth fishermen and Frigo-Workers the allowances in accordance to the Banks Fishermen and Frigo-Workers Regulations for every day the vessel travels to the banks and back, or when fishing cannot be undertaken due to climatic conditions;
31. Patron pêcheur allowance per fishing trip, where applicable;
32. Allowance for work performed on Public holiday in addition to normal remuneration.
33. Where a banks fisherman also performs the duties of a frigo-worker, the banks fisherman shall, in addition to his remuneration or allowance, be entitled to the fish bonus specified in subparagraph (i).
34. Every worker shall opt to receive a minimum of 10 killogramme of **frozen fish**, free of charge or an allowance in accordance to the Banks Fishermen and Frigo-Workers Regulations, at the end of fishing trip.
35. All allowances shall be paid in Mauritian Rupees and shall be included in the pay slip issued at the time of payment.
36. **MEALS, TEA AND WATER**
37. The Employer shall provide the Worker, free of charge on a daily basis, with the following:
38. An adequate breakfast comprising bread, butter, jam, cheese, and tea or coffee;
39. Adequate midday and evening meals comprising, according to the weekly menu affixed in advance on the notice board of the fishing vessel;
40. Rice, other than du riz ration or rice sweepings;
41. Meat, chicken, or fish; and
42. At least one vegetable and/or pulses per meal;
43. Bread with butter, jam, cheese, and tea, as appropriate; and
44. Not less than 3 litres of potable water per day.
45. **ALCOHOLIC BEVERAGES**
46. No worker shall bring or consume any alcoholic beverages on board the fishing vessel.
47. The shipmaster may confiscate any alcoholic beverages found in possession of a worker.
48. **ARTICLES SOLD ON VESSELS**
49. Every employer shall attach to the worker’s fishing agreement, a list of articles to be sold on board the fishing vessel and their corresponding prices.
50. A copy of the list referred to in subparagraph (a) shall be conspicuously displayed on the fishing vessel.
51. The employer shall make soft drinks, snacks and other similar items readily available on board the fishing vessel.
52. No employer shall allow credit facilities exceeding 4,800 rupees to a worker for articles purchased on board the fishing vessel during a fishing trip.
53. **CYCLONIC WEATHER AND EXTREME WEATHER CONDITIONS**
54. 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.
55. The Employer shall pay the Worker a full day’s remuneration in accordance to the National Minimum Wage Regulations where work has been stopped due to climatic conditions or vessel operational issues.
56. Where a cyclone warning class III or IV is cancelled before 2 p.m. on any day, a worker shall only be entitled to that day’s pay in accordance with the National Minimum Wage Regulations if he reports for duty within 2 hours after the time at which the warning is altered or cancelled, except where he is unable to do so due to force majeure.
57. **ANNUAL LEAVE**
58. 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.
59. 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 based on the National Minimum Wage Regulation on full pay in the following 12 months.
60. The worker shall be paid a normal day’s wage in accordance to the National Minimum Wage Regulation in respect of each day’s annual leave still due at the end of the period of 12 consecutive months.
61. **SICK LEAVE**
62. 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.
63. 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 day sick’ leave based on the National Minimum Wage Regulation, on full pay.
64. Where the Worker is unable to perform his duties and has been certified sick by a medical officer on board, or in his absence by the shipmaster, the Employer shall, in lieu of remuneration, pay the Worker a daily allowance applicable under the Banks Fishermen and Frigo-Workers Regulations:
65. Where the Worker is disembarked at any port or transferred to another vessel at sea due to sickness, the Employer shall continue to pay the allowance specified in subparagraph (c) until the Worker has been repatriated at the Employer’s expense to his home or to the place of his original engagement, whichever place is more convenient to the worker.
66. On repatriation due to sickness, the Employer shall pay the allowance specified in subparagraph (c) within 24 hours of the Worker’s disembarkation.
67. Where at the end of the period of 12 consecutive months, a worker has not taken the sick leave to which he is entitled to under subparagraph (b), any outstanding sick leave shall be accumulated.
68. **REPATRIATION IN CASE OF ILLNESS OR INJURY**
69. Where repatriation of a Worker becomes necessary due to **illness or injury**, the Employer shall cause the Worker to be transported to:
70. the **State-owned infirmary** in **Agalega** or **Saint Brandon**, whichever is nearer; or
71. any **convenient vessel** making way to **Mauritius**.
72. Repatriation through **transfer to another vessel** or via any port in **Madagascar, Seychelles, or Diego Garcia** shall take place in such conditions as to meet **all reasonable requirements** with regard to the comfort of the Worker, and the Employer shall be liable for the cost of maintaining the Worker ashore until repatriation takes place.
73. Every Worker shall, at the Employer’s expense, be entitled to **repatriation to the place of his original engagement or home**, whichever is more convenient to the Worker.
74. The Employer shall **advise the family of the Worker** of the date of arrival of the Worker in Mauritius.
75. **END OF YEAR BONUS/GRATUITY**
76. An employer shall pay an end of year bonus to a worker within 4 working days of the end of the fishing trip.
77. The end of year bonus shall be equivalent to one-twelfth of the worker’s earnings for the period of his employment during the trip, irrespective of whether he is in employment with the employer as at 31 December or not.
78. The employer shall pay the worker the balance of the End of Year Bonus equivalent to 1/12 of his yearly earnings, excluding any end of year bonus already paid per fishing trip for that year, on the last working day when: -
79. the contract of determinate duration ends before the 31 December of any year;
80. the contract is terminated in the course of the year for any reason;
81. the worker resigns in the course of the year after having been in continuous employment for at least 8 months.
82. **PROTECTIVE EQUIPMENT**
83. The Employer shall provide, free of charge to the Worker, the following equipment and items necessary for the performance of his duties:
84. every tool and equipment for fishing, except hooks and lines;
85. life jackets;
86. cutlery;
87. accommodation of adequate size and standards, including bedding and one mattress for every Worker;
88. a dory for every group of three Banks Fishermen;
89. one plastic container for fresh water to every Worker; and
90. 3 kilograms of sinkers per day to every Banks Fisherman.
91. The dory provided to the Workers shall be fitted with an outboard motor and equipped with other safety equipment, including a radio communicator and one flare gun for every Worker.
92. 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.
93. **LIVING CONDITIONS**

The employer shall provide free of charge decent accommodation, inclusive of water, electricity, gas,

necessary furniture **and sanitary amenities as well as sleeping facilities.**

1. **CLEANLINESS**
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.
3. The employer shall ensure regular cleaning of the lodging accommodation including its surrounding yard.
4. The employer shall provide adequatecovered bins for the storage of refuse.
5. **TRADE UNION MEMBERSHIP**

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

1. **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.

1. **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.

1. **INSURANCE COVER**
2. 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.
3. The employer shall subscribe to a non-contributory insurance policy in the sum of not less than Rs 150,000 for the benefit of a worker to cover death or injury by accident arising out of and in the course of worker’s employment.
4. **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.

1. **AIR TICKET/ REPATRIATION**
2. 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.
3. The repatriation cost of the worker from the 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:
4. upon completion of this contract of employment;
5. Termination of the contract of employment by the employer other than non-compliance of the terms and conditions of the contract of employment by the worker; or
6. Termination of the contract of employment due to non-compliance of the terms and conditions of this contract of employment by the employer.
7. 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.
8. **REPATRIATION IN CASE OF DEATH**
9. In the event of death of the worker, the employer shall bear the costs of the repatriation of the dead body.
10. 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.
11. The employer shall promptly settle the due salary, insurance and other benefits to the family of the deceased.
12. The employer shall pay a death grant of Rs 5,000 to the surviving spouse of the deceased worker or where the deceased worker leaves no spouse, to the person who satisfies the employer that he has borne the funeral expenses of the deceased worker, where the worker dies:
13. In the execution of his function during a fishing trip; or
14. while he is travelling by another vessel or by air for the purpose of repatriation or as a result of any marine of similar peril.
15. **TERMINATION OF EMPLOYMENT**
16. 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.
17. The worker when given a hearing may request the assistance of –
18. a representative of a trade union or a legal representative; or
19. an Officer of the Ministry of Labour, and Industrial Relations, where he is not assisted as specified in part (i).
20. All cases of termination of employment shall be effected in accordance with the provisions of the Workers’ Rights Act 2019.
21. **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 and

Industrial Relations, for necessary clearances from the relevant authorities as appropriate.

1. **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.

1. The terms and conditions of employment of the worker shall be governed principally under the Banks Fishermen and Frigo-workers (Remuneration) Regulations 2019, Workers Rights Act 2019, and any other enactment.
2. 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 and which has not been vetted by the Ministry of Labour, and Industrial Relations of the Republic of Mauritius and the laws of the Republic of Mauritius.

……………………………………. ………………………………..

**(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, and Industrial Relations at the following address:

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

Tel. 207-2600 ext. 2212

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

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

Email. osslabour@govmu.org