**CONTRACT OF EMPLOYMENT**

**(Public transport – Maintenance and Workshop section)**

**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 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 …………………...

**4. PAYMENT OF REMUNERATION**

(1) 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.

(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) A normal working week of the worker shall -

(a) consist of 40 hours of work and

(b) be completed in 5 days, whether consecutive or not.

(2) A normal day’s work for the worker shall consist of 8 hours 'actual work, exclusive of meal and tea breaks, performed at any time between the hours of 5 a.m and 10 p.m.

(3) The worker shall be entitled to a meal break of one hour on everyday he attends work.

(4) The meal time shall, unless otherwise agreed between the employer and the employee, be taken between 9 a.m. and noon.

(5) (a) Where the worker is employed for more than 6 hours consecutively in one day he shall be granted: -

1. a tea break of at least 20 minutes or
2. 2 tea breaks of at least 10 minutes each.

(b) The tea break may be taken by the worker at either terminus of the normal route.

(c) The tea break shall not be reckoned as exclusive of working hours.

 (6) The employer shall keep an attendance book in which shall be recorded the time at which the worker assumes, and leaves duty and the worker shall sign the entries in relation to him.

(7) The worker shall not, except in special circumstances and subject to other enactment be required to work for more than 12 hours per day.

(8) 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-days 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, subparagraph 1 above shall not be applicable.

**7. OVERTIME**

(1) Work performed in excess of a normal day’s work shall be paid, where the worker has been in attendance at work-

(a) for more than 40 hours in the week-

(i) at not less than 3 times the basic rate per hour on a public holiday; or

(ii) at not less than one and a half times the basic rate per hour on any other day; and

(b) for not more than 40 hours in the week

(i) at not less than 2 times the basic rate per hour on a public holiday; and

(ii) at not less than the normal rate per hour on any other day.

(2) For the purpose of subparagraph (1) the worker who is on any day on leave with pay shall be deemed, in respect of that day, to have put in a normal day’s attendance at work.

**8.NIGHT DUTY**

(1) Subject to subparagraph (2), the worker who works between 10p.m on any day and 5a.m on the following day, as overtime or otherwise, shall be paid at 2 times the basic rate per hour he would have been paid if the work had been performed between the hours of 5 a.m. and 10 p.m. on that day.

(2) Where night duty is performed wholly or partly on a public holiday, the worker shall, in respect of the work performed on the public holiday, be paid at 2 times the basic rate per hour he would have been paid if the work had been performed between the hours of 5 a.m. and 10 p.m. on that day.

**9. PUBLIC HOLIDAY**

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. A normal day’s work performed by the worker on a public holiday shall be remunerated at not less than 2 times the daily basic rate.

**10. CYCLONIC WEATHER AND EXTREME WEATHER CONDITIONS**

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, 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
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. An employer shall pay to a worker a full day’s remuneration where owing to climatic conditions, power failures or breakdown in machinery or appliances, work has been stopped after the worker has worked for more than 2 hours.
4. Where a worker works on a day on which a cyclone warning class III or IV is in force, the worker shall, in addition to any remuneration due to him, be entitled to –
	1. an allowance equal to 3 times the basic rate per hour in respect of every hour of work performed; and
	2. adequate free meals.
5. 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 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.

**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 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 18 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 21 working day sick’ leave on full pay. The worker shall, except where the employer is aware of the nature of the illness, notify the employer of his absence as soon as possible. Where the worker remains ill for more than 4 consecutive working days, he shall forward to his employer a medical certificate on the fourth day of his absence.
3. 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 (2), any outstanding sick leave shall be accumulated to a maximum of 90 working days.

**13. 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.

**14. ATTENDANCE BONUS**

Every worker, other than a casual worker, who, during a period of one month, does not absent himself from work on any day on which he is required to work, shall be entitled at the end of that month to an attendance bonus of not less than 10 per cent of his basic wages for that month.

**15. TRANSPORT BENEFITS AND FACILITIES**

1. Subject to subparagraphs (2) and (3), every worker travelling to and from his place of work for the purposes of performing his duty shall be provided with free transport.
2. Subject to subparagraph (3), where an employer is not able to provide his worker with free transport, he shall pay that worker an allowance equivalent –
	* 1. to the expenses incurred by the worker on bus fares where transport facilities by bus are available; or
		2. to the cost of transport reasonably incurred by the worker where transport facilities by bus are not available.
3. Where a worker who starts work on the first shift is required to travel over a distance which is not serviced by a bus, the worker shall be paid an allowance of 12 rupees per kilometer.
4. A worker who is on sick leave and capable of travelling shall be provided with free transport in the employer’s bus on the normal route, whenever available, to enable him to obtain a medical certificate or to proceed for treatment.
5. 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.
6. 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 by the NLTA under the Road Traffic Act.

**16. PROTECTIVE EQUIPMENT**

 **Uniforms and protective equipment**

* 1. Every employer shall provide every monthly paid worker with –
		1. 3 polyester suits, consisting each of a jacket and a pair of trousers, every year;
		2. 3 pairs of leather shoes every year; and
		3. a cap and a two-piece raincoat, every 2 years.
1. Every employer shall provide every bus conductor with a leather belt and a small bag for collecting money.
2. The 3 suits and 3 pairs of shoes specified in sub subparagraph (a) may be provided –
	1. not later than 30 April; or
	2. in respect of the first 2 suits and the first 2 pairs of shoes, not later than 30 April; and
	3. in respect of the third suit and third pair of shoes, not later than 30 October.
3. The items specified in sub subparagraph (2) shall be replaced as soon as they become unserviceable.
4. All items of clothing specified in this paragraph shall be of a quality to be approved by a Joint Industrial Council or, in case of disagreement or where such Joint Industrial Council does not exist, by the Minister or his representative.
5. Every worker who is provided with suits, caps and shoes and does not wear them regularly in any year shall not be entitled to those suits, caps and shoes in the following year.
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.

 (11) 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.

**17. MEDICAL FACILITIES**

(1) The employer shall cause the worker to undergo a complete medical check-up, including eyesight tests, at the expense of his employer at every period of 12 months.

(2) The employer shall cause the worker if above the age of 50 to undergo a complete medical check-up, including eyesight, at the expense of his employer once every 6 months.

(3) The employer shall make all necessary arrangements for the release of the worker and the refund of fares that may be incurred for a medical check-up.

(4) Where health problems are detected during a medical check-up, the medical practitioner shall refer the worker to any recognised medical institution for further medical examinations and all corresponding expenses shall be borne by the employer.

(5) The worker, on the recommendation of an eye specialist, shall be provided, free of charge, by his employer with a pair of spectacles, the cost of the frames of which shall not exceed 3,500 rupees every 2 years.

**18. WASHING AND DRESSING FACILITIES**

(1) The employer shall put at the disposal of the worker an appropriate space to clean up and dress.

(2) The worker exposed to dust; and or any other substances shall be provided with -

* 1. 2 towels every 6 months.
	2. a toilet soaps every month,

The first towel and soap to be provided on assumption of duty by the worker.

**19. 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.**

**20. 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 adequatecovered 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. 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.

 **23. 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.

**24. 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.

**25. 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.

**26. 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 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:

(a) upon completion of this contract of employment;

(b) 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

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

1. 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.

**27. 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.

**28. 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, and Industrial Relations, 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.

**29. 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.

 **30. 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.

**31.** The terms and conditions of employment of the worker shall be governed principally under the Public Transport (Buses) Workers Regulations 2019, Workers Rights Act 2019, and any other enactment.

**32**. 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, Human Resource Development and Training 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

**ANNEX**

**LIST OF WORKERS**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **SN** | **Last Name** | **Other Name (s)** | **Passport No** | **Permanent Address & Country** | **Position** | **Monthly salary (MUR)** |
| **1** |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |
| **3** |  |  |  |  |  |  |
| **4** |  |  |  |  |  |  |