

**CONTRACT OF EMPLOYMENT
(EPZ)**

BETWEEN

.....(name of company), having its Registered Office at....., duly represented by Mr/Ms/Mrs of (address) hereinafter referred to as "the Employer".

AND

Mr/Ms./Mrs of (country of origin) bearing Passport No. hereinafter referred to as "**the worker**" (full residential address of worker in country of origin).

By virtue of this contract, it is agreed that the following terms and conditions of employment will apply: -

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 as from date of expiry of last work permit in Mauritius subject to the approval of the work permit by the Government of Mauritius, initial date of entry being.....

4. PAYMENT OF REMUNERATION

(1) (i) The Employer shall pay the worker at least the national minimum wage of Rs per month, in accordance with the National Minimum Wage Regulations and the Additional Remuneration Regulations.

(ii) The national minimum wage of Rs per month is inclusive of: -

(a) housing and food allowance granted to the worker or the value of that allowance to a maximum of Rs per month. The housing and food allowance is inclusive of water, gas and electricity;

(b) any fixed remuneration in cash, by whatever name called, paid to the worker monthly for work performed on normal working hours which is not decreased for authorized absences during a pay reference period as per an agreement; and which is not inclusive of any variable pay component.

(iii) For the purpose of calculating remuneration due for overtime, piece rate and attendance bonus, the computation shall be made on the basic wage of the worker.

(iv) For the purpose of other rights including Annual Leave, Sick Leave, paid Public Holiday and End of Year Bonus calculation shall be computed on the basis of the National Minimum Wage which shall be deemed to be the basic wage.

(v) The basic wage shall be adjusted each year as per the appropriate Additional Remuneration Regulations.

(2) The payment of total salary and other benefits shall be effected directly to the Worker in Mauritius in local currency.

(3) The Employer shall not be authorised to make any deduction from the wages of the worker, except as prescribed in the Law.

- (4) (i) The Employer shall, at the time of payment of the remuneration, issue to the worker a pay slip stating, *inter alia*-
- (a) the name, category/ job title, grade and rate of pay of the worker;
 - (b) the total number of days on which the Worker was present at work;
 - (c) the number of hours of extra work performed and the corresponding extra payment;
 - (d) the amount of any bonus paid;
 - (e) the total wages and each item of allowance, including piece rate earnings; and
 - (f) any deduction made and the reason thereof.
- (ii) An employer shall, in the payslip issued to a worker at the time of payment, specify –
- (a) the amount paid as national minimum wage;
 - (b) the different pay components and their corresponding amounts; and
 - (c) where any benefit is in kind, the corresponding monetary value, as applicable.

5. HOURS OF WORK

- (1) The worker shall be required to perform 45 hours' work in a week. The worker may be required to work on a shift or a roster system. The worker shall be granted one day's rest every week.
- (2) The worker shall be entitled on every working day to -
- (a) a meal break of one hour; and
 - (b) two tea breaks of 10 minutes each.

6. EXTRA WORK

- (1) The worker may be required to perform extra hours of work, with a notice of 24 hours, up to a maximum of 10 hours per week and any overtime in excess of 10 hours per week shall be performed with the consent of the worker.
- (2) The Employer shall, after the worker has, except for work performed on a Public Holiday, performed more than 45 hours' work in a week, pay the worker in respect of the additional extra hours –
- (i) for the first 10 hours at one and half times the basic rate;
 - (ii) for the next 5 hours at twice the basic rate; and
 - (iii) thereafter, at 3 times the basic rate.
- (3) The Employer shall, in case the worker works on a Public Holiday, pay him –
- (i) for the first 8 hours, at twice the basic rate; and
 - (ii) thereafter, at 3 times the basic rate.

7. PUBLIC HOLIDAY

1. Every 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, in addition to payment for extra work if required to work.
2. Where a 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.

8. CYCLONIC WEATHER

Where a Cyclone warning Class III or IV 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.

Where a 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.

9. ANNUAL LEAVE

(a) Every 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.

(b) The worker, after completing 12 consecutive months' continuous employment with the Employer shall, in the following 12 months, be entitled to 22 days' paid leave. The worker shall be paid a normal day's pay in respect of each day's annual leave still due to him at the end of a period of 12 consecutive months.

10. SICK LEAVE

(a) Every 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.

(b) The worker, after completing 12 consecutive months' continuous employment with the Employer shall, in the following 12 months, be entitled to 15 days' paid sick leave. The worker shall notify the Employer of the illness on the first day of absence and forward a medical certificate to the Employer on the fourth day of absence in case the worker remains ill for more than 3 working consecutive days.

11. TRANSPORT FACILITIES

(1) The worker shall be entitled to free transport or be paid the return bus 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 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 for that purpose by the NLTA.

12. 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 at least 10% over and above the appropriate rates.
- (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%.

13. MEAL ALLOWANCE

1. Where a worker is required to perform more than 2 hours' extra work after having completed his normal day's work on any day of the week, whether or not a public holiday, he shall, in addition to any remuneration due for overtime work, be provided by the employer with an adequate free meal or be paid a meal allowance of Rs 85/-.
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, sub paragraph (1) above shall not be applicable.

14. PROTECTIVE EQUIPMENT

- (1) The Employer shall provide the worker:
 - (i) a pair of rubber boots and a pair of rubber gloves when he is required to work in water;
 - (ii) 2 aprons to every factory worker; and
 - (iii) 2 overalls or uniforms to every mechanic or electrician.
- (2) The Employer and the worker shall also abide by the provisions of the Occupational Safety and Health Act.

15. 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.

16. 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 Employee 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.

17. SAFEKEEPING OF THE PASSPORT

- (a) The Employer shall not hold the passport and other identification documents of the worker.
- (b) The Passport of the worker shall be in his/ her possession at all times.

18. TRADE UNION MEMBERSHIP

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

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 employment.

21. LIVING CONDITIONS

- The Employer shall provide, decent accommodation, inclusive of water, electricity, gas, necessary furniture, 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.

22. AIR TICKET/ REPATRIATION

(i) 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.

(ii) 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.

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 shall be given a hearing and may request the assistance of –

(i) a representative of his trade union or his legal representative; or

(ii) an Officer of the Ministry of Labour, Human Resource Development and Training, where he is not assisted as specified in part (i).

(3) All cases of termination of employment shall be effected in accordance with the provisions of the Workers' Rights Act 2019.

25. The terms and conditions of employment of the worker shall be governed principally under the Export Enterprises (Remuneration) Regulations, the National Minimum Wage Regulations and any other related enactment.

26. For all intents and purposes, this contract of employment shall supersede 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 and any existing contract of employment.

.....
(EMPLOYER)

.....
(WORKER)

Date.....

Date.....