

**CONTRACT OF EMPLOYMENT
ELECTRICAL ENGINEERING & MECHANICAL WORKSHOP**

Between

..... (an enterprise governed by the Electrical Engineering & Mechanical Workshop Remuneration Order)
of as represented by (Director), hereinafter referred as Employer

AND

Mr from Holding Passport No.....
Hereinafter referred as Employee of (full residential address in country of origin)

1. Title

The employee is being employed as by the Employer, in its enterprise on the following terms and conditions of employment.

2. Period of contract

The contract shall be renewed for an additional period of as from expiry of last work permit in Mauritius subject to the approval of the work permit by the Government of Mauritius. (Initial date of entry.....).

3. Basic Wages

The employee shall be paid a monthly basic wages of Rs paid at intervals. The basic wages shall be adjusted each year as per the appropriate Additional Remuneration Act. Payment of total salary and all other benefits shall be effected directly to the employee in Mauritius itself. No deduction shall be effected from the wages of the employee except as authorized by the Mauritian Legislation e.g. PAYE.

4. Records

The employer shall keep attendance and wages records and shall issue a payslip to the employee upon each payment of wages.

5. Working Hours

45 hours per week excluding time allowed for a meal break of 60 minutes and 2 tea breaks of 10 minutes as per agreement prevailing at the enterprise as follows:-

Monday to Friday a.m to p.m

Saturday a.m to p.m

6. Extra Work

(a) Where the employee works on a Public Holiday or a Sunday he shall be remunerated:-for the first 8 hours, at twice the basic rate; and thereafter, at three times the basic rate.

(b) Where the employee performs more than a normal day's work, he shall except for work performed on a public holiday, be remunerated, in respect of the additional hours worked at one and a half times the basic rate per hour.

7. Formalities for Work Permits

The employer shall be responsible to complete all the formalities for Work Permits and Residence Permits and shall pay the relevant costs.

8. Annual leave and Sick Leave

(1) (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) 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.

(2) (a) Where the employee has remained in continuous employment for 12 consecutive months, he shall in the following 12 months, be entitled to 16 days annual leave and 21 days sick leave on full pay.

(b) The employee shall be paid a normal day in respect of each day's annual leave still due to him at the end of a period of 12 consecutive months.

(c) any outstanding sick leaves shall be accumulated to a maximum of 90 working days.

9. Vacation Leave

Every worker who reckons more than 10 years continuous employment shall be entitled to a vacation leave of not less than 2 months to be spent wholly or partly abroad. At least one month of the leave shall be with full pay.

10. Piece Rate

The employee and the employer shall, where the employee 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 Employee shall earn at least 10 % over and above the prescribed basic wage.

11. Public holidays

Where the employee, other than a monthly paid employee, has remained in continuous employment for 12 consecutive months, he shall be entitled, in the following 12 months, to a normal day's pay in respect of every public holiday, other than a Sunday that occurs while he is in the service of the employer, and on which he is not required to work.

12. Meal Allowance

Where the employee is required to perform more than 2 hours extra work after having completed a normal days' 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 70/-

13. End of Year Bonus

(1) The Employer shall pay the employee 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.

(2) The Employee shall be paid a gratuity in accordance with the End of Year Gratuity Act 2001 on a pro rata basis when the contract is terminated in the course of the year on grounds of redundancy.

(3) The employee whose contract of determinate duration ends before the 31 December of any year and who has performed a number of normal days' work equivalent to not less than 80 per cent of the number of working days during his employment in that year, shall be entitled to a gratuity equivalent to one twelfth of his earnings for that year.

14. Transport Benefits and Facilities

The employee shall be entitled to free transport or be paid the return bus fare if the distance between his dormitory and the enterprise exceeds 3 Kms. Free transport shall however be provided irrespective of the distance between his dormitory and the enterprise if the employee is required to cease work at a time where no public transport is available.

15. Protective equipment

Suitable protective equipment shall be provided to the employee and be renewed as soon as it becomes unserviceable.

16. Accommodation

Decent accommodation inclusive of water, electricity and gas shall be provided free of charge to the employee.

16a. 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 adequate covered bins for the storage of refuse.

17. Insurance

The employer shall provide free of charge workmen compensation insurance cover against injury at work to the employee.

18. Trade Union Membership

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

19. Air Ticket

The employee shall be provided an air ticket to return back to his country on termination of the contract of employment or for any cause whatsoever.

20. Repatriation in case of death

Should death occur, upon request, the employer shall arrange for the remains to be sent back to the country origin should local burial be rejected by employee's next of kin and all expenses including air freight shall be borne by the employer.

21. Notice

In case either party decides to terminate the contract before its expiry, either party shall give a notice in writing to the other party and the period of notice shall be of 30 days.

22. Termination

(1) The Employee shall be given a hearing and may request the assistance of - (a) a representative of his trade union or his legal representative; or (b) an Officer of the Ministry of Labour, Industrial Relations and Employment, where he is not assisted as specified in part (a).

(2) All cases of termination of employment shall be effected in accordance with the provisions of the Employment Rights Act 2008 as amended.

23. Both parties agree to abide by the other provisions of the laws in Mauritius not specified in this contract of employment.

24. 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 which has not been vetted by the Ministry of Labour, Industrial Relations and Employment of the Republic of Mauritius

This agreement is signed in English, both, each party holding one.

Representative of the employer

The employee

Date

Date.....