

**CONTRACT OF EMPLOYMENT
(FACTORY EMPLOYEES) 5 days
BETWEEN**

..... (an enterprise governed by the Factory Employees Remuneration Order Regulations) duly represented by Mr, Director, of, hereinafter referred to as the "the Employer".

AND

Mr..... ofbearing Passport Nohereinafter referred to as the "Employee" of (Full residential address of employee in country of origin).

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

1. JOB TITLE

The Employee shall be employed as

2. WORKPLACE

The Employee 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 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.....).

4. PAYMENT OF REMUNERATION

- (1) The Employer shall pay the Employee a daily basic wage of Rs..... at monthly intervals. The basic salary shall be adjusted each year as per Additional Remuneration Act.
- (2) The Employer shall pay the Employee in Mauritian rupees.
- (3) The payment of total salary and other benefits shall be effected directly to the Employee in Mauritius.
- (4) The Employer shall not make any deduction from the wages of the Employee, except as authorized by the Law (e.g. NPS after 2 years' service, Income Tax).
- (5) The Employer shall, at the time of payment of the remuneration, issue to the Employee a pay slip stating, *inter alia*:
 - (a) the name, category/job title, grade and rate of pay of the Employee;
 - (b) the total number of days on which the Employee was present at work;
 - (c) the number of hours of extra work performed and the corresponding extra payment;
 - (d) amount of any bonus paid;
 - (e) total wages and each item of allowance, including piece rate earnings; and
 - (f) every deduction made and the reason thereof.

5. HOURS OF WORK

- (i) The Employee shall be required to perform 45 hours' work in a week.
- (ii) The hours of work, excluding time allowed for meal and tea breaks, shall be of 9 hours per day from.....hours to hours from Mondays to Fridays ..
- (iii) The Employee shall be granted one day's rest every week.

6. MEAL AND TEA BREAKS

The Employee shall be entitled to :-

- (i) a meal break of one hour; and
- (ii) 2 tea breaks of at least 10 minutes each.

7. EXTRA WORK

- (i) The Employee shall, where he has performed more than the normal day's work be paid at one and a half times the basic rate per hour.
- (ii) The Employee shall, in case he works on a public holiday, be paid
 - (a) for the first 8 hours at twice the basic rate per hour; and
 - (b) thereafter, at 3 times the basic rate per hour.

8. MEAL ALLOWANCE

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 70/-.

9. PIECE WORK

- (1) Where the Employee is required to perform piece work by the Employer, the rates shall be agreed between them, which shall be so determined that the Employee shall earn not less than 10% over and above the prescribed basic wage.
- (2) Where the Employee is required to perform piece work on a Public Holiday or in excess of normal days work, he shall be remunerated at a rate which shall not be less than a sum exceeding that to which he would be normally entitled by 10%.

10. ATTENDANCE BONUS

- (1) The Employer shall pay to the Employee an attendance bonus of 5% of the basic wages for the month, where the Employee 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.

11. END OF YEAR BONUS/GRATUITY

- (1) The Employer shall pay the Employee either an End of Year Bonus equivalent to 1/12 of his 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 in employment on 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.

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.

12. ANNUAL LEAVE AND ADDITIONAL LEAVE

- (1) 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.
- (2) The Employee, after completing 12 consecutive months' continuous employment with the Employer shall, in the following 12 months, be entitled to 15 days paid leave. The employee shall be paid a normal day's pay for each outstanding annual leave on completion of 12 consecutive months;

13. SICK LEAVE

- (1) 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.
 - (1) The Employee, after completing 12 consecutive months' continuous employment with the Employer shall, in the following 12 months, be entitled to:-
 - (i) 21 days' paid sick leave; and
 - (ii) 15 days' sick leave on half pay for prolonged illness;
 - (2) The Employee shall notify the Employer of the illness on the first day of absence and forward a medical certificate to the Employer so as to reach him not later than the fifth day of absence if the illness lasts for more than 4 consecutive days.

14. TRANSPORT FACILITIES

- (1) The Employee shall be entitled to free transport or be paid the return bus fare 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 Employee 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 the workplace or from the workplace to the living quarter, provided that transport shall be provided up to a practicable place nearest the living quarters.
- (3) The Employer shall, where the Employee 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 Employee.

15. PROTECTIVE EQUIPMENT

1. The Employer shall provide the Employee:
 - (a) a pair of rubber boots and a pair of rubber gloves when he is required to work in water or to handle corrosive chemical agents;
 - (b) overalls or uniforms when he works as factory worker.
2. The Employer and the Employee shall also abide by the provisions of the Occupational Safety, Health and Welfare Act as regards to protective equipments.

16. LIVING CONDITIONS

- (1) The Employer shall provide, free of charge, decent accommodation, inclusive of water, electricity, gas, necessary furniture and sanitary amenities as well as sleeping facilities.

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. TRADE UNION MEMBERSHIP

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

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 Employee and shall pay the relevant fees.

19. INSURANCE COVER

The Employer shall insure the Employee against any liability for any case of injury and death arising out of and in the course of employment.

- 20. **AIR TICKET**
The Employer shall provide the Employee with an air ticket to return to his/her home country on termination of contract of employment or for any cause whatsoever.
- 21. **REPATRIATION IN CASE OF DEATH**
 - (1) The Employer shall, in case of death of the Employee, arrange for the corpse to be sent back to his country of origin should local burial be rejected by the employee's next of kin.
 - (2) The Employer shall bear all expenses including airfreight.
- 22. **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 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).
 - (3) All cases of termination of employment shall be effected in accordance with the provisions of the Employment Rights Act 2008 as amended.
- 23. 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.
- 24. The Employee shall also benefit, to all intents and purposes, such other conditions of employment as prescribed by law including the Factory Employees (Remuneration Order) Regulations.
Both the Employer and the Employee understand and accept the aforesaid terms and conditions.

.....
(EMPLOYER)

Date:.....

.....
(EMPLOYEE)

Date:.....