

CONTRACT OF EMPLOYMENT

Field Crop & Orchard

BETWEEN

.....(NAME OF COMPANY), governed by the Field Crop and Orchard Workers Remuneration Order No. 48 of 2008, having its registered office at, duly represented by Mr/Ms/Mrsof, hereinafter referred to as the "the Employer".

AND

Mr/Ms/Mrs.....of(country of origin) bearing Passport No..... hereinafter referred to as the "worker" 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 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 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 Worker a basic wage of Rs atintervals. The basic salary shall be adjusted each year as per Additional Remuneration Act.
- (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 (e.g. NPS after 2 years' service, Income Tax).
- (5) The Employer shall, at the time of payment of the remuneration, issue to the Worker a pay slip stating,
 - Pay Period
 - Name of the employer
 - NPF Reg. No. of employer.....
 - Name of worker.....
 - National Identity Card Number of worker.....
 - Date of Entry.....
 - Category.....
 - Basic Rate of Pay.....
 - Total Number of days present at work.....
 - No. of day(s) of leave taken (to specify).....
 - Number of hours of extra work performed and the corresponding extra payment
 - (i) 1.5 x.....
 - (ii) 2 x
 - Allowance(s) paid (please specify).....
 - Piece Rate earnings.....
 - Total Remuneration.....
 - Deduction(s) made and the reasons therefor.....
 - Net pay.....

5. HOURS OF WORK

You will be required to work 6 days in a week i.e 5 days of 8 hours and 5 hours on every Saturday, excluding time allowed for meal and tea breaks.

6. (a) MEAL AND TEA BREAKS

The worker shall be entitled to :-

- (i) a meal break of one hour not later than 4 consecutive hours of work; and
- (ii) one tea break of at least 20 minutes or two tea breaks of at least 10 minutes each.

(b) 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/-.

The meal allowance specified in section 6(b) shall be paid not later than on the last working day of the pay period.

7. OVERTIME

- (i) You will be paid on a week day for more than a normal day's work not less than one and half times the basic rate.
- (ii) You will be paid on a public holiday
 - (a) For the 8 hours, at not less than twice the basic rate;
 - (b) Thereafter, at not less than 3 times the basic rate.

8. LEAVE BENEFITS

(1) 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) Where a worker remains in continuous employment with the same employer for a period of 12 consecutive months, he shall be entitled during the next period of 12 months while he remains in the continuous employment of the same employer, to 16 working days' annual leave on full pay.
- (c) Where a worker has not taken or been granted all the annual leave to which he is entitled to in this paragraph, he shall be paid a normal day's pay in respect of each day's annual leave still due at the end of that period.

(2) 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.

- (2) where a worker remains in continuous employment with the same employer for a period of 12 consecutive months, he shall be entitled during the next period of 12 months while he remains in the continuous employment of the same employer, to –
 - (a) 21 days' sick leave on full pay; and
 - (b) a further period of 15 days' sick leave on half pay provided that –
 - (i) he is admitted to a clinic or hospital; or
 - (ii) a medical practitioner of a clinic or hospital certifies that he needs time for the recuperation of his health after his discharge from the clinic or hospital.
- (3) (a) Where a worker is absent on the ground of illness, he shall notify his employer of his illness not later than the second day of his absence.
- (b) Where a worker referred to in sub subparagraph (a) is ill for more than 4 consecutive days, he shall forward to his employer a medical certificate –
 - (i) within 3 days following his discharge, where the worker was admitted to a clinic or hospital; or
 - (ii) not later than 10 a.m. on the fifth day of absence, in any other case.

9. TRANSPORT BENEFITS AND FACILITIES

- (1) An employer shall, where the distance between a worker's residence and his place of work exceeds 3 kilometres, provide a worker with free transport from the worker's residence to his place of work and from the worker's place of work to his residence, or pay him the equivalent of the return bus fare.
- (2) An employer shall, irrespective of the distance between a worker's residence and his place of work, provide a worker with free transport from the worker's residence to his place of work and/or from the worker's place of work to his residence, where the worker is required by his employer to attend or cease work at any time when no public service bus is available.
- (3) Where an employer provides transport to his workers, the transport shall be –
 - (a) provided from, or up to, the nearest practicable place from the worker's residence; and
 - (b) properly fitted with well secured seating and backrest facilities.

10. TOOLS & EQUIPMENT

- (1) An employer shall provide to a worker with all the tools and equipment used in the performance of his work.
- (2) All the tools and equipment provided under subparagraph (1) shall –
 - (a) remain the property of the employer; and
 - (b) be replaced as and when they become unserviceable.

11. UNIFORMS AND PROTECTIVE EQUIPMENT

- (1) An employer shall provide to –
 - (a) a worker with a pair of rubber gloves which shall be replaced as and when it becomes unserviceable; and
 - (b) a worker who is in continuous employment with his employer for a period of at least 12 months, with –
 - (i) 2 uniforms every year;
 - (ii) 2 pairs of rubber boots simultaneously every 2 years; and
 - (i) a plastic raincoat with a hood every 2 years.
- (2) The uniforms and protective equipment referred to in subparagraph (1) shall remain the property of the employer.
- (3) Notwithstanding all the uniforms and protective equipment referred to in this paragraph, an employer shall abide by the provisions of the Occupational Safety and Health Act 2005.

12. END OF YEAR BONUS

- (1) A worker who works for the same employer in a year shall be entitled, at the end of that year to a bonus equivalent to –
- (a) 12 per cent of his earnings for that year if he has performed a number of normal days' work which is not less than 62 per cent and not more than 75 per cent of the number of working days in that year ; or
 - (b) 14 per cent of his earnings for that year if he has performed a number of normal days' work which is more than 75 per cent but not more than 85 per cent of the number of working days in that year; or
 - (c) 16 per cent of his earnings for that year if he has performed a number of normal days' work which is more than 85 per cent of the number of working days in that year.
- (2) A worker who does not qualify for a bonus specified in subparagraph (1) shall be entitled to a bonus equivalent to 8.4 per cent of his earnings for that year.
- (3) A worker shall be entitled to a bonus equivalent to one twelfth of his earnings for that year, where he –
- (a) takes employment during the course of that year;
 - (b) is still in employment as at 31 December; and
 - (c) has performed a number of normal days' work equivalent to not less than 80 per cent of the working days during his employment in that year.
- (4) An employer shall pay 75 per cent of the expected bonus referred to in this paragraph not later than 5 clear working days before 25 December and the remaining bonus shall be paid not later than the last working day of the same year.
- (5) In this paragraph, a day on which a worker –
- (a) is absent with the employer's authorisation;
 - (b) reports for work but is not offered work by his employer;
 - (c) is engaged in work for an alternative employer under paragraph 12; or
 - (d) is absent on the ground of illness after notification to his employer under paragraph 7,
- shall count as a working day.

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.

13. 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.

14. 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.

15. 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.

15a. 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.

16. TRADE UNION MEMBERSHIP

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

17. AIR TICKET

The employer shall provide the worker with an air ticket to return to his home country on termination of contract of employment or for any cause whatsoever.

18. REPATRIATION IN CASE OF DEATH

- (1) The employer shall, in case of death of the worker, arrange for the corpse or the remains to be sent back to his country of origin.
- (2) The employer shall bear all expenses including airfreight.

19. 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.

20. 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.

21. The worker shall also benefit, to all intents and purposes, such other conditions of employment as prescribed by law.

Both the employer and the worker understand and accept the aforesaid terms and conditions.

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(Employer)

(Worker)

Date:

Date: