

**CONTRACT OF EMPLOYMENT
PRIVATE HOSPITALS AND OTHER RELATED HEALTH SERVICES
BETWEEN**

..... (NAME OF COMPANY), (an enterprise governed by the **Private Hospitals (Remuneration) Regulations** having its Registered Office at....., duly represented by Mr./Ms./Mrs..... of hereinafter referred to as the "the Employer".

AND

Mr/Ms./Mrs of (Country of Origin) bearing Passport Number hereinafter referred to as the "Worker "of (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) The Employer shall pay the Worker a monthly basic wage of Rs per month, 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. The normal working month for a every worker, other than a watchperson, shall consist of 195 hours, including work on a Public Holiday, excluding a daily meal break of one hour and with the official roster of the Private Hospital.
2. Working hours may be changed as per exigencies of the post. Management reserves the right to change the working hours as and when required with reasonable notice.
3. The worker shall not be required to work continuously for a period exceeding 16 hours.
4. Except where his services are required in special circumstances, every worker shall be entitled to a rest day every week and the rest day shall, at least twice a month be a Sunday.

6. MEAL AND TEA BREAKS

The worker shall be entitled on every working day to a meal breaks of hour.

7. 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, 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 85.00.
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.

8. OVERTIME

- (1) The worker shall, where he works in excess of 195 hours in a month, be paid at not less than one and half time the basic rate.
- (2) The Worker shall, where he works on rest day or on a public holiday other than a Sunday, be paid:
 - (a) for the first 8 hours, at not less than twice the basic rate;
 - (b) thereafter, at not less than 3 times the basic rate.

9. 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.

10. 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 15 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 illness on the first day of absence. Where the worker remains ill for more than 3 consecutive working days, he shall forward to his employer a medical certificate on the fourth day of his absence.

11. ANNUAL 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 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 22 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. TRANSPORT FACILITIES

1. The employer shall, where the distance between the worker's residence and his place of work exceeds 3 km, provide the worker with free transport from the worker's place of work to his residence and back, or pay him the equivalent of the return bus fare or light rail fare, as the case maybe.
2. The employer shall, irrespective of the distance between the worker's residence and his place of work, provide the 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, where the worker is required by his employer to attend or cease work at a time when no public bus or light rail service is available.
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, promptly and at his own expense, provide 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 by the NLTA under the Road Traffic Act.

13. UNIFORM and PROTECTIVE EQUIPMENT

1. (i) Every employer shall, not later than 31 May in each year, provide: -
 - (a) 2 uniforms and 2 pairs of appropriate shoes to every charge nurse or ward sister, nurse, assistant nurse, midwife, nursing aid, nursing home attendant, cook and kitchen help;
 - (b) 2 caps to every cook;
 - (c) 2 aprons to every cook and kitchen help;
 - (d) 2 uniforms, one pair of boots and 3 pairs of gloves to every gardener and every launderer;
 - (e) 2 overalls and one pair of boots to every handyperson;
 - (f) 2 pairs of gloves to every attendant;
 - (g) 2 uniforms to every dispenser, medical laboratory technician and radiographer.

- (ii) Every gardener shall be provided with a good quality raincoat every 4 years.
 - (iii) Gloves should be replaced as and when they become unserviceable.
2. The Employer and the Worker shall also abide by the provisions of the Occupational Safety & Health Act as regards to protective equipments.
- 14. END OF YEAR BONUS/GRATUITY**
- (1) 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.
- 15. 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.
- 16. 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.
- 17. 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
- 17a. 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.
- 18. TRADE UNION MEMBERSHIP**
- The worker shall be entitled to join a trade union of his/her choice.
- 19. 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.
- 20. AIR TICKET**
- (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.
- 21. 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.
- 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 worker shall be given a hearing and 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, Human Resource Development and Training, 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.

- 23. The worker shall also benefit, to all intents and purposes, such other conditions of employment as prescribed by law including the **Private Hospitals (Remuneration) Regulations**.
- 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, Human Resource Development and Training of the Republic of Mauritius and the laws of the Republic of Mauritius.
- 25. Both the Employer and the Worker understand and accept the aforesaid terms and conditions.

.....
(Worker)

Date:.....

.....
(Employer)

Date:.....