

**CONTRACT OF EMPLOYMENT
(CONSTRUCTION INDUSTRY)**

BETWEEN

.....(name of employer) having its registered office at.....duly represented by
Mr/Ms/Mrs.....

of.....(address) hereinafter referred to as the "Employer"

AND

Mr/Ms/Mrsof(country of origin)..bearing Passport No 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. **HOURS OF WORK**

1. The Worker shall be required to work for 45 hours per week, excluding time allowed for meal and tea break, and the normal working week of any worker may begin on any day of the week, subject to operational requirements of the employer. It shall be: -

- (a) 9 hours' work on any 5 days of the week, other than a public holiday; or
- (b) 8 hours' work on any 5 days of the week other than a public holiday; and 5 hours' on one day of the week other than a public holiday

2. No worker shall, except in special circumstances and subject to other enactment, be required to work for more than 12 hours per day.

3. The Worker shall be entitled to a rest day of at least 24 consecutive hours in every period of 7 consecutive days, and the rest shall be a Sunday and if by nature of the operational requirements the employer operates on a 7 day week, the rest day shall at least twice a month be a Sunday.

5. **PAYMENT OF REMUNERATION**

- (1) The Employer shall pay the worker a basic wage of Rs per month. The basic wages shall be adjusted each year as per the appropriate Additional Remuneration and National Minimum Wages 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) The Employer shall, at the time of paying the wages, issue to the Worker a payslip as prescribed.

6. **OVERTIME**

- 1. Where a worker works on a week day for more than his normal day's work he shall be remunerated at one and a half times the rate of his normal hours.
- 2. Where a worker works on a public holiday, he shall be remunerated at twice the rate per hour for every hour of work performed.
- 3. The employer shall give as far as practicable at least 24 hours notice to perform overtime work.

7. **PIECE WORK**

- (1) The Worker may be required to perform piece work at such rates to be agreed upon, which shall be so determined that the Worker shall earn not less than 10% over and above the basic rate.
- (2) The Worker shall, where he is required to perform piecework on a public holiday or in excess of the normal working hours on any day, be remunerated at a rate, which shall not be less than a sum exceeding that to which he would be normally entitled by 10%.

8. **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.
- 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.

9. **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.

10. 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..

11. 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 shall, after completing 12 consecutive months' continuous service, be entitled to 22 working days' leave on full pay in the following 12 months;

(c) The Worker shall be paid a normal day's pay in respect of each day's annual leave still due at the end of a period of twelve consecutive months.

12. 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. The Worker shall, after completing 12 consecutive months' continuous employment with the Employer, be entitled during the following 12 months to 15 days' paid sick leave.

3. The Worker shall, where he absents himself on grounds of illness, notify the Employer of the fact unless reasonable cause is shown on the first day of absence. Where a worker remains ill for more than three consecutive working days he shall forward a medical certificate to his employer on the 4th day of absence..

13. 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.

14. TRANSPORT FACILITIES

- (1) The Worker shall be entitled to free transport or be paid the return bus fare 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 by the NLTA under the Road Traffic Act.

15. PROTECTIVE EQUIPMENT

- (1) Every Employer shall provide to every worker specified in Part II of the 2nd Schedule of the Block making and Construction, Stone Crushing and Related Industries (Remuneration) Regulations 2019: –
 - (a) either 2 pairs of boots or steel-capped shoes or a combination of both, a raincoat and 2 uniforms per year to every worker;
 - (b) a helmet to every Worker;

- (c) a pair of appropriate gloves, be it rubber, woollen, leather or otherwise to every Worker;
- (d) a pair of towels every 6 months and a toilet soap every month and;
- (e) a respiratory mask to every Worker directly exposed to dust and/or noxious emanations, either directly or as a result of working in confined spaces affected by dust or noxious substances and/or emanations;
- (f) a pair of goggles to every Worker employed in hacking concrete, welding or stone drilling;
- (g) a protective waist band to every plant operator;
- (h) a safety belt to every Worker employed in erecting steel structures;
- (i) a suitable apron to every blacksmith and every welder in his employment.

(2) The protective equipment provided under subparagraph (1) shall be first issued on assumption of duty by the Worker and shall be renewed as and when they become unserviceable, except for the items under subparagraph(1)(a) above which shall be renewed by 30 April at latest every year. The protective equipment provided under subparagraph (1) shall remain the property of the Employer.

(3) Every Employer shall provide and maintain in good hygienic condition, for use by his employees washing facilities and drinking water.

(4) The Employer and the Worker shall also abide by the provisions of the Occupational Safety and Health Act as regards to protective equipment.

16. **ISSUE OF MILK**

The Employer shall provide: -

- (a) every stone breaker, stone splitter, stone worker and block maker, on every day on which he attends work, with 1000 ml of milk,
- (b) every painter and every welder, on every day on which he does painting or welding works, with 500 ml of milk.

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. **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.

19. **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.

20. **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;

21. **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.

22. **TRADE UNION MEMBERSHIP**

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

23. **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.

24. **REPATRIATION IN CASE OF DEATH**

(i) In the event of death of the worker, the Employer shall bear the costs of the repatriation of the dead body;

(ii) 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;

(iii) The Employer shall promptly settle the due salary, insurance and other benefits to the family of the deceased.

25. **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 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

26. The Worker shall also benefit, to all intents and purposes, such other conditions of employment as prescribed by law including the Block making, Construction, Stone Crushing and Related Industries (Remuneration Order) Regulations.
Both the Employer and the Worker understand and accept aforesaid terms and conditions.

.....
(EMPLOYER)

.....
(WORKER)

Date:.....

Date:.....