

RESEARCH AND LEGISLATION SECTION

**PRE-PRIMARY SCHOOL
EMPLOYEES**

REMUNERATION ORDER

REGULATIONS 2000



THE INDUSTRIAL RELATIONS ACT

REGULATIONS MADE BY THE MINISTER UNDER SECTION 96 OF THE INDUSTRIAL RELATIONS ACT.

Govt. Notice No 101 of 2000 Effective 01.05.2000

1. These regulations may be cited as the **Pre-Primary School Employees (Remuneration Order) Regulations 2000.**

2. In these regulations –

"continuous employment" means the employment of an employee under an agreement or under more than one agreement where the interval between one agreement and the next does not exceed 28 days;

"cook" means an employee who prepares and cooks food, serves meals, plans menus and performs general cleaning duties in the kitchen;

"earnings" means –

- (a) basic wages; and
- (b) includes remuneration paid under paragraphs 2(1), 5, 6, 7(1)(a), 7(3) and 10 of the Second Schedule;

"employee"–

- (a) means a person who works under a contract of service in a pre-primary school whether the contract is oral or in writing;
- (b) does not include an employee –
 - (i) whose wages or salary and other conditions of employment are governed by any other Remuneration Order Regulations; or
 - (ii) employed by a local authority and whose wages or salary and other conditions of employment are determined by the Pay Research Bureau;

"gardener/handyman" means an employee who cultivates flowers, trees and other plants, prepares the soil, treats plants with chemicals, maintains and cleans the yard in general including general maintenance works within the premises;

"school attendant" means an employee who performs general cleaning of the premises and provides general help to the teacher and to the cook;

"teacher" means an employee who, in order to promote the physical, mental, social and environmental development of children below primary school age, to stimulate and develop the children's interest, aptitudes and self-confidence –

- (a) performs and organises educational pedagogical and recreational activities for those children;
- (b) plans, organises and conducts for those children such activities as plays, discussions, storytelling, games, singing, dancing, drawing, painting and modelling;
- (c) trains children in cleanliness, obedience, patience, tolerance and discipline;
- (d) devotes some of his time to the preparation of classes, classrooms and teaching materials before and after the effective teaching period; and
- (e) interacts with parents to monitor the progress of their children;

"teacher Grade A" means a teacher who holds –

- (a) a Cambridge School Certificate or a General Certificate of Education ('O' Level) with credit in not less than 5 subjects, including English Language, French and Mathematics; and
- (b) a Teacher's Certificate (Pre-Primary) from the Mauritius Institute of Education or an equivalent qualification from a recognised institution;

"teacher Grade B" means a teacher who holds –

- (a) a Cambridge School Certificate or a General Certificate of Education ('O' Level) with passes in not less than 5 subjects including English Language, French and Mathematics; or
- (b) a Certificate of Proficiency in Early Childhood Education from the Mauritius Institute of Education or an equivalent qualification from a recognised institution;

"teacher Grade C" means a teacher other than a teacher Grade A or a teacher Grade B, who reckons teaching experience in the pre-primary sector;

"teacher supervisor" means a teacher who –

- (a) holds a Cambridge School Certificate or a General Certificate of Education ('O' Level) with credit in not less than 5 subjects, including English Language, French and Mathematics;
- (b) holds a Teacher's Certificate (Pre-Primary) from the Mauritius Institute of Education or an equivalent qualification from a recognised institution;
- (c) has not less than 5 years' teaching experience in the pre-primary sector; and
- (d) in addition to teaching duties, is responsible for the administration, supervision and smooth operation of all activities carried out within the Pre-Primary School Unit.

- 3.** (1) Subject to regulation (2) and (3) and regulation 5, every employee shall be –
- (a) remunerated at the rate specified in the First Schedule; and
 - (b) governed by the conditions of employment specified in the Second Schedule.

(2) The rates specified in the First Schedule are inclusive of the appropriate additional remuneration payable under the Additional Remuneration Act.

(3) Where a scale of wages applies to a teacher Grade A, a teacher Grade B or a school attendant, his entry point in the scale shall be determined having regard to the number of years of service he reckons with his employer in the category, and every such employee shall receive one increment for every year of service.

(4) Every pre-primary school where the total number of pupils exceeds 60 shall appoint a teacher supervisor.

(5) There shall be at least one teacher for every 30 children.

4. Any agreement by an employee to relinquish his right to a paid leave or to forego such leave shall be void.

5. Nothing in these regulations shall –

- (a) prevent an employer from paying an employee remuneration at a rate higher than that specified in the First Schedule or from providing him with conditions of employment more favourable than those specified in the Second Schedule;
- (b) authorise an employer to reduce an employee's remuneration or to alter his conditions of employment so as to make them less favourable to the employee.

6. These regulations shall be deemed to have come into operation on 01 May, 2000.

Made by the Minister on 10 July 2000.

SECOND SCHEDULE

(regulations 2, 3 and 5)

1. Normal Working Hours

- (1) A normal working week shall be of –
 - (a) 32½ hours from Mondays to Fridays for teaching staff;
 - (b) 37½ hours from Mondays to Fridays for non-teaching staff.

- (2) A normal day's work shall consist of –
 - (a) 6½ hours for teaching staff; and
 - (b) 7½ hours for non-teaching staff,excluding any time allowed for meals and tea breaks.

- (3) Every employee shall be entitled on every working day to a lunch break of not less than 30 minutes and to 2 tea breaks of 10 minutes each to be taken on the premises.

2. Extra Work

- (1) Subject to paragraph 10, where an employee -
 - (a) performs more than a normal day's work on any day other than a public holiday, he shall be remunerated at one and half times the basic rate in respect of the additional hours of work which he performs;
 - (b) works on a public holiday, he shall be remunerated -
 - (i) for the first 6½ hours or 7 ½ hours as appropriate, at twice the basic rate for every hour of work which he performs;
 - (ii) thereafter, at 3 times the basic rate;

- (2) No teacher shall perform extra work not related to pre-primary school activities and teaching.

3. Notional Calculation of Basic Rate of Remuneration

For the purpose of determining remuneration due for extra work or any other reasons --

- (a) a month shall be deemed to consist of 22 days;
- (b) a day shall be deemed to consist of -
 - (i) 6½ hours in respect of teaching staff; and
 - (ii) 7½ hours in respect of non-teaching staff.

4. Payment of Remuneration

- (1) Every employee shall be paid his wages during working hours -
 - (a) in the case of a monthly-paid employee, not later than the last working day of the month; and
 - (b) in any other case, not later than the last working day of the week.

- (2) Every employer shall, at the time of paying the wages of an employee, issue to him a payslip stating *inter-alia* -
 - (a) the employee's name, category and his social security number;
 - (b) the total wages and each item of allowance;
 - (c) all deductions made and the reasons therefor;
 - (d) the total number of days on which he was present at work; and
 - (e) the number of hours of extra work performed by him and the corresponding extra payment.

5. Annual Leave

- (1) Every employee who has remained in continuous employment with the same employer for 12 consecutive months shall, in the following 12 months, be entitled to 14 working days' annual leave on full pay.

- (2) 7 days of the annual leave may be taken consecutively at such time as the employee may, on application made to and approved by the employer, elect.

- (3) The remaining 7 days of the annual leave shall be taken at such time as the employee and the employer may agree or, in default of agreement, at such time as the employer may determine.

- (4) Every employee shall be paid a normal day's wages in respect of each day's annual leave still due to him at the end of the period of 12 consecutive months, except where, before the end of the period, he has –
 - (a) been dismissed from his employment for misconduct; or
 - (b) broken his agreement.

6. Sick Leave

- (1) Subject to subparagraph (2), where an employee who has remained in continuous employment with the same employer for 12 consecutive months is sick, he shall, during the following 12 months, be entitled to –
 - (a) 21 days' sick leave on full pay; and
 - (b) a further period of 15 days' sick leave on half pay in respect of any time which is -

- (i) wholly spent in a clinic or hospital; or
- (ii) certified by a medical practitioner of the clinic or hospital as necessary for the recuperation of the employee's health after his discharge from the clinic or hospital.

(2) Where an employee is absent owing to sickness, he shall –

- (a) notify his employer of the fact on the first day of absence; and
- (b) if he remains sick for more than 4 consecutive days, forward a medical certificate to that effect so as to reach his employer on the fifth day of absence.

(3) An employer may, at his own expense, cause a medical practitioner of his own choice to examine an employee who is absent due to illness.

7. Maternity Benefits

(1) Subject to subparagraph (2), where a female employee has remained in continuous employment with the same employer for 12 months immediately preceding her confinement, she shall, on production of a medical certificate, be entitled to -

- (a) 12 weeks' leave on full pay to be taken at her discretion before and/or after her confinement provided that at least 6 weeks' leave shall be taken immediately following the confinement; and
- (b) an allowance of **Rs 1,000** payable within 7 days of her confinement.

(2) Where a female employee who has at any time had 3 confinements is pregnant, she shall not be entitled to the benefits specified in subparagraph (1) but she shall be entitled to only the leave specified in subparagraph (1)(a) without pay.

(3) Where a female employee suffers a miscarriage which is duly certified by a medical practitioner, she shall be entitled to 2 weeks' leave on full pay immediately after the miscarriage.

8. Travelling Benefits

(1) Every employee shall either be entitled to free transport or, where no free transport is available, be paid the return bus fare if the distance between his residence and the place where he reports for work exceeds 3.2 km.

(2) Where an employee is required by his employer to attend or cease work at any time when no public bus service is available, the employer shall, irrespective of the distance between the place of residence and the place of work, provide appropriate free means of transport from the employee's residence to or from his place of work or both, as the case may be, provided that in these cases transport shall be provided up to the nearest practicable place from the employee's residence.

9. Outfitting

(1) Every employer shall provide -

- (a) 2 aprons every year to a teacher and to a school attendant;
- (b) 2 aprons and 2 caps every year to a cook;
- (c) 2 pairs of gloves every year and one pair of boots and a raincoat every 2 years to a gardener/handyman.

(2) Any protective equipment provided under this paragraph shall remain the property of the employer.

10. Public Holidays

An employee who has remained in continuous employment with the same employer for 12 consecutive months shall be entitled, in the following 12 months, to a normal day's wages 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.

11. Death Grant

(1) Where an employee who has remained in continuous employment with the same employer for not less than 12 consecutive months dies, the employer shall pay an amount of **Rs 2,500** to –

- (a) the spouse of the deceased employee; or
- (b) where the deceased leaves no spouse, the person who satisfies the employer that he has borne the funeral expenses.

(2) For the purpose of subparagraph (1), "**spouse**" means the person with whom the deceased employee had contracted a civil or religious marriage and with whom he was living under a common roof at the time of death.

12. End of year bonus

(1) Every employee who has remained in continuous employment with the same employer for one year, shall be entitled at the end of that year, to a bonus equivalent to 1/12 of his earnings for that year.

(2) Every employee who -

- (a) takes employment during the course of the year;
- (b) is still in employment as at 31st December; and
- (c) has performed a number of days' work equivalent to not less than 80 per cent of the working days during his employment in that year, shall be entitled at the end of that year to a bonus equivalent to 1/12 of his earnings for that year.

(3) The bonus shall be paid not later than 5 clear working days before 24 December.

13. Study Leave

(1) Subject to subparagraph (2), every teacher shall be entitled to study leave without pay to attend a training course connected with his profession.

(2) Subparagraph (1) shall not apply to a teacher unless -

- (a) he has given reasonable advance notice of his absence to the employer; and
- (b) his absence is not likely to disrupt the work of the employer.

14. Gratuity on Retirement before 60 on Medical Grounds

(1) Where an employee who has been in continuous employment with the same employer for not less than 10 years retires before the age of 60 on the ground of permanent incapacity to perform his work, duly certified by a medical practitioner, the employer shall pay a gratuity to him.

(2) The gratuity specified in subparagraph (1) shall be paid in a lump sum and calculated according to the formula ($N \times W/2$).

(3) For the purpose of subparagraph (2) -

- (a) "N" means the number of years of service; and
- (b) "W" means the last monthly wage.

(4) The gratuity under subparagraph (1) shall be paid irrespective of any benefits the worker may be entitled to under Part V of the National Pensions Act.