

CONTRACT OF EMPLOYMENT

(EPZ) 6 days

BETWEEN

.....(NAME OF COMPANY), having its Registered Office at....., duly represented by Mr/Ms/Mrs.....of(ADDRESS)hereinafter referred to as the "the Employer".

AND

Mr/Ms./Mrs of(country of origin)

bearing Passport No.hereinafter 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 of employment 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 for a duration ofas from date of arrival in Mauritius subject to the approval of the work permit by the Government of Mauritius.

4. PAYMENT OF REMUNERATION

(1.)The Employer shall pay the Employee a weekly basic wage of Rs atintervals. The basic wages shall be adjusted each year as per the appropriate Additional Remuneration Act.

(2) The payment of total salary and other benefits shall be effected directly to the Employee in Mauritius in local currency.

(3) The Employer shall not be authorised to make any deduction from the wages of the Employee, except as prescribed in the Law (e.g. NPS after 2 years' service, Income Tax, EPZLWF).

(4) 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) the amount of any bonus paid;

(e) the total wages and each item of allowance, including piece rate earnings; and

(f) any deduction made and the reason thereof.

5. HOURS OF WORK

(1) The Employee shall be required to perform 45 hours' work in a week.

(2) The normal hours of work, excluding time allowed for meal and tea breaks, shall be of 8 hours per day from hours tohours from Monday to Friday and of 5 hours from.....hours to..... hours on Saturdays for a 6-day week.

(3) The Employee may be required to work on a shift or a roster system.

(4) The Employee shall be granted one day's rest every week.

6. MEAL AND TEA BREAKS

The Employee shall be entitled on every working day to -

(a) a meal break of one hour; and

(b) two tea breaks of 10 minutes each.

7. EXTRA WORK

(1) The Employee may be required to perform overtime up to a maximum of 10 hours per week and any overtime in excess of 10 hours per week shall be performed with the consent of the employee.

(2) The Employer shall, after the Employee has performed more than 45 hours' work in a week, pay the Employee in respect of the additional extra hours -

(a) for the first 10 hours at one and half times the basic rate;

(b) for the next 5 hours at twice the basic rate; and

(c) thereafter, at 3 times the basic rate.

(3) The Employer shall, in case the Employee works on a public holiday, pay him -

(a) for the first 8 hours at twice the basic rate; and

(b) thereafter, at 3 times the basic rate.

8. ANNUAL LEAVE AND ADDITIONAL LEAVE

(a) The Employee, after completing 12 consecutive months' continuous employment with the Employer shall, in the following 12 months, be entitled to 16 days' paid leave. The Employee shall be paid a normal day's pay in respect of each day's annual leave still due to him at the end of a period of 12 consecutive months.

9. 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) 14 days' paid sick leave for prolonged illness;

(2) The Employee shall notify the Employer of the illness not later than the second day of absence and forward a medical certificate to the Employer so as to reach him not later than on the third day of absence in case the illness continues for more than 2 consecutive days.

10. 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 3.2 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 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 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.

11. PIECE WORK

(1) The Employee and the Employer shall, where the Employee is required to perform piece work by the Employer, agree upon the rates thereof between them and the rates shall be so determined that the Employee shall earn at least 10% over and above the prescribed basic wage.

(2) The Employee shall, where he is required to perform piece work on a Public Holiday or in excess of 45 hours in any week, be remunerated at a rate which shall not be less than a sum exceeding that to which he would be normally entitled by 10%.

12. Meal Allowance

Where the employee is required to perform extra work:-

(i) for less than two hours but at least up to 7.00 pm; or

(ii) for a period covering at least two hours and extending to at least 18.00 hours after having completed a normal day's work, he shall be provided with an adequate free meal or a meal allowance of Rs 50 per day.

13. 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;

(b) 2 aprons when he works as factory worker; and

(c) 2 overalls or uniforms when he works as mechanic or electrician.

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.

14. 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.

15. END OF YEAR BONUS/GRATUITY

(1) The Employer shall pay the employee 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.

(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.

(3) 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.

16. TRADE UNION MEMBERSHIP

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

17. 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.

18. 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.

19. 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.

(2) 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.

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 or the ashes to be sent back to his country of origin.

(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. The Employee shall also benefit, to all intents and purposes, such other conditions of employment as prescribed by law including the Export Enterprises (Remuneration Order) 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, Industrial Relations and Employment of the Republic of Mauritius.

25. Both the Employer and the Employee understand and accept the aforesaid terms and conditions.

.....
(EMPLOYER)

.....
(EMPLOYEE)

Date.....

Date:.....