

**CONTRACT OF EMPLOYMENT
(CONSTRUCTION INDUSTRY)**

BETWEEN

.....(NAME OF COMPANY) 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 " 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 of.....as from date of arrival in Mauritius subject to the approval of the work permit by the Government of Mauritius.

4. HOURS OF WORK

(1) The Employee shall be required to work 45 hours per week as normal working hours, made up as follows:

- (a) 8 hours' work on every day, other than a Saturday or a public holiday; and
- (b) 5 hours' work on every Saturday, other than a public holiday.

(2) The Employee shall be entitled on every working day to -

- (a) a meal break of one hour ; and
- (b) 2 tea breaks of 15 minutes each

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

5. EXTRA WORK

(1) The Employee shall, where he works on a public holiday, be remunerated –

- (a) for the first 8 hours, at twice the basic rate per hour ; and
- (b) thereafter, at three times the basic rate per hour.

(2) The Employee shall, where he performs more than a normal day's work on any other day, be remunerated at one and a half times the basic rate per hour.

6. PIECE WORK

(1) The Employee may be required to perform piece work at such rates to be agreed upon, which shall be so determined that the Employee shall earn not less than 10% over and above the basic rate.

(2) The Employee 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%.

7. EXTRA REMUNERATION FOR PUBLIC HOLIDAYS

Where the employee, other than a monthly paid employee, has remained in continuous employment with the same employer for 12 consecutive months, he shall be entitled, in the following 12 months, to a normal day's wages in respect of every public holiday, other than a Sunday while he is in the service of the employer and on which he is not required to work.

8. Meal Allowance

(1) Where the employee is required to perform work –

- (a) for less than two hours but up to 7.00 p.m on any day; or
- (b) for a period of at least two hours and up to 6.00 p.m on any day,

after having completed a normal days' work, 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 50/-.

9. PAYMENT OF REMUNERATION

(1) The Employer shall pay the Employee a 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).

(4) The basic salary shall be adjusted each year as per the Additional Remuneration Act.

10. ISSUE OF PAYSLIPS

The Employer shall, at the time of paying the wages, issue to the Employee a payslip stating, *inter alia* –

- (a) the Employee's name, category/ job title, grade, rates of pay ;
- (b) the total number of days on which he was present at work;
- (c) the number of hours of extra work performed by him and the corresponding extra payment;
- (d) his total wages and each item of allowance including piece rate earnings;
- (e) every deduction made and the reason thereof
- (f) National Identity Number.

11. ANNUAL LEAVE AND ADDITIONAL LEAVE

(1) Subject to subparagraph (2), where an employee has remained in continuous employment with the same employer for 12 consecutive months, he shall, in the following 12 months, be entitled to 16 working days' leave on full pay.

(2) (a) Subject to subparagraph (b), 8 days of the leave may be taken either consecutively or otherwise provided the

employee has given reasonable notice of his employer;

(b) the employer shall not, without reasonable cause, withhold the granting of leave under subparagraph (a); and

(c) the remaining 8 days shall be taken at such time as the employer and the employee may agree or, in default of agreement, at such time as the employer shall determine.

(3) (a) Subject to subparagraph (b), where an employee, other than an employee referred to at subparagraph(1), has completed an aggregate period of employment of not less than 12 months over a period of not more than two years with the same employer, he shall be entitled to one day's annual leave for each subsequent month of service, so long as there is no break covering one year between two contracts;

(b) the leave shall be taken at such time as the employer and the employee may agree or, in default of agreement, at such time as the employer shall determine.

(4) Subject to subparagraph(5), where an employee has not taken or been granted all the leave to which he is entitled under subparagraph (10 and (3), 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 or at the end of his contract.

(5) Subparagraph (4) shall not apply where an employee is dismissed for misconduct.

12. SICK LEAVE

1. The Employee shall, after completing 12 consecutive months' continuous employment with the Employer, be entitled during the following 12 months to –

(a) 21 days' paid sick leave; and

(b) 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. The Employee shall, where he absents himself on grounds of illness, notify the Employer of the fact on the first day of absence and unless he is genuinely unable to do so, he shall notify on the second day of absence at latest, and if he remains sick for more than 4 consecutive days, he shall forward a medical certificate to that effect so as to reach the Employer not later than on the 5th day of absence.

13. END OF YEAR BONUS/GRATUITY

(1) The Employee shall, where he has remained in continuous employment with the Employer for one year , be entitled at the end of that year to a bonus equivalent to 1/12 of his earnings for that year.

(2) The Employee shall be entitled at the end of that year to a bonus equivalent to 1/12 of his earnings for that year in case he –

(a) takes up employment during the course of the year;

(b) is still in employment as at 31 December; and

(c) has performed not less than 80% of the working days during his employment in that year.

(3) Seventy-five per cent of the bonus shall be paid not later than 5 clear working days before 25 December and the balance not later than on the last working day of the same year.

(4) The Employee shall, where the contract is terminated in the course of the year for reason of redundancy, be paid a gratuity on a pro-rata basis in accordance with the End of the Year Gratuity Act, 2001.

(5) 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.

(6) Every employee who has been employed on one or more short term contracts during the course of the year and who is whether or not in employment as at 31 December, shall be entitled at the end of that year to a bonus equivalent to 1/12 of his earnings for that year.

14. 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 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.

15. **PROTECTIVE EQUIPMENT**

- (1) Every Employer shall provide –
- (a) either 2 pairs of boots or steel-capped shoes or a combination of both, a raincoat and 2 uniforms per year to every Employee;
 - (b) a pair of appropriate gloves, be it rubber, woollen, leather or otherwise to every Employee;
 - (c) a respiratory mask to every Employee 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;
 - (d) a pair of goggles to every Employee employed in hacking concrete, welding or stone drilling;
 - (e) a protective waist band to every plant operator;
 - (f) a safety belt to every Employee employed in erecting steel structures;
 - (g) a helmet to every Employee;
 - (h) 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 Employee 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.
- (3) The protective equipment provided under subparagraph (1) shall remain the property of the Employer.
- (4) The Employer and the Employee shall also abide by the provisions of the Occupational Safety, Health and Welfare Act as regards to protective equipments.

16. **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.

17. **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.

18. **LIVING CONDITIONS**

- (i) The Employer shall provide free of charge decent accommodation, inclusive of water, electricity, gas, necessary furniture and sanitary amenities as well as sleeping facilities;

18a. **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.

19. **TRADE UNION MEMBERSHIP**

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

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 other cause whatsoever.

21. **REPATRIATION IN CASE OF DEATH**

- (i) 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.
- (ii) The Employer shall bear all expenses including airfreight.

22. **TERMINATION OF EMPLOYMENT**

1. **NOTICE AND SEVERANCE ALLOWANCE**

- (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.

2. **COMPENSATION**

The Employee shall be entitled to a compensation of one day's wage for each completed month of service, where -

- (a) his service is terminated before the expiry of 12 months for any cause other than misconduct or his short term of contract has come to an end; and
- (b) his attendance at work has averaged not less than 20 days per month during his employment.

23 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.

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

.....
(EMPLOYER)

.....
(EMPLOYEE)

Date:.....

Date:.....