

**CONTRACT OF EMPLOYMENT
(BAKING INDUSTRY)(PASTRY)**

BETWEEN

.....(NAME OF COMPANY), having its registered office at, duly represented by Mr/Ms.ofhereinafter referred to as the "the Employer".

AND

Mr/Ms.....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 will apply: -

1. JOB TITLE

The Employee shall be employed in a Pastry Bakery as.....

2. WORKPLACE

The Employee shall be required to perform work at and any other site of work for the Employer as and when required.

3. DURATION OF CONTRACT

The contract shall start be for a duration of years as from the date of arrival subject to the approval by the Government of Mauritius

4. Hours of work

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

(b) The hours of work, excluding time allowed for meal and tea breaks shall be of 8 hours per day from.....hours to.....hours from Mondays to Fridays and 5 hours from.....hours tohours on Saturdays.

5. PAYMENT OF REMUNERATION

(1) The Employer shall pay the Employee a daily basic wage of Rsatintervals.

(2) The Employer shall pay the Employee during working hours and in Mauritian rupees.

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

(4) The Employer shall not make any deduction from the wages of the Employee except as authorized by the Law (e.g. NPS after 2 years' service, Income Tax, EPZLWF).

(5) The Employer shall, at the time of payment of the remuneration, issue 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) amount of any bonus paid;

(e) total wages and each item of allowance; and

(f) every deduction made and the reason thereof.

6. LUNCH AND TEA BREAKS

The Employee shall be entitled to :-

(i) a meal break of one hour; and

(ii) 2 tea breaks of at least 15 minutes each.

7. LEAVE BENEFITS

Sick Leave

(1) The Employee shall, in case he has been in continuous employment with the Employer for 12 months be granted -

(a) 21 working days' leave on full pay;

(b) a further period of 15 days 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.

(b) The Employee shall notify the Employer of his absence not later than the second day of absence.

(c) Where the Employee remains ill for more than 4 consecutive days, he shall forward to the Employer a medical certificate on the fifth day of his absence.

8. ANNUAL LEAVE AND ADDITIONAL LEAVE

(1) The Employee shall, after completing 12 months' continuous employment with the Employer shall be entitled to 16 days' leave on full pay.

(2) 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. END OF YEAR BONUS

(1) The Employer shall, in case 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 or one month salary, whichever is the higher.

(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) The Employee shall be paid an End of Year Gratuity on a pro rata basis in case the contract of employment is terminated in the course of the year for reason of redundancy.

(4) 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.

- 10. TRANSPORT BENEFITS AND FACILITIES**
- (1) The Employer 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, in case 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 in these cases transport shall be provided up to a practicable place nearest the living quarters
- 11. PROTECTIVE CLOTHING**
The Employer shall provide not later than 31 January in each year. Two headgears, two aprons of suitable white material and one pair of canvas shoes to every employee.
- 12. MEDICAL FACILITIES**
- (1) The Employer shall provide the Employee with free medical facilities.
 - (2) The Employer shall in case the Employee 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 for the Employee.
- 13. INSURANCE COVER**
The Employer shall insure the Employee against any liability for any case of injury and of death arising out of and in the course of his/her employment.
- 14. 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.
- 14a. 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.
- 15. 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/-.
- 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.
- 17. 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.
- 18. REPATRIATION IN CASE OF DEATH**
If death occurs, the employer shall arrange for the body to be sent back to his home country, should local burial be rejected by the employees next of kin, and all expenses including freight will be borne by the employer.
- 19. 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.
- 20.** 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.
- 21.** Both parties agree to abide the other terms and conditions of the labour laws not expressly specified in this contract of employment.

.....
(EMPLOYER)

.....
(EMPLOYEE)

Date:

Date: