

CONTRACT OF EMPLOYMENT  
(CATERING INDUSTRY)

BETWEEN

.....(NAME OF COMPANY), governed by the Catering and Tourism Industries (RO) Regulations having its registered office at....., duly represented by Mr/Ms./Mrs .....of .....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 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 by the Government of Mauritius.

**4. PAYMENT OF REMUNERATION**

- (1) The Employer shall pay the Employee a monthly basic wage of Rs ..... at monthly intervals. The basic salary shall be adjusted each year as the 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 by Law (e.g. NPS after 2 years' service, Income Tax).
- (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 by him and the corresponding extra payment;
  - (d) each item of allowance including any productivity payment;
  - (e) the total wages; and
  - (f) every deduction made and the reason thereof.

**5. HOURS OF WORK**

- (1) The Employee shall be required to perform 48 hours' work in a normal working week, excluding time allowed for meal and tea breaks.
- (2) The normal working week may begin on any day, whether or not a Public Holiday.
- (3) The Employee may be required to work on a shift or a roster system.
- (4) The Employee shall be entitled to a rest day in each working week, and the rest day shall at least twice a month be a Sunday.
- (5) The Employee shall not be required to work continuously for a period exceeding 16 hours.

**6. MEAL AND TEA BREAKS**

The Employee shall be entitled on every working day to :-

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

**7. OVERTIME**

- (1) Where an employee  
(a) works on a public holiday or a weekly rest day, he shall be remunerated:-
  - (i) for the first 8 hours at twice the basic rate; and
  - (ii) thereafter at three times the basic rate;
- (b) perform more than 48 hours work in any week, not being hours of work referred to in sub paragraph (a), he shall be remunerated at one and half times the basic rate.
- (2) Where a monthly paid employee is called upon to work on a public holiday, other than a Sunday, he shall be paid in addition to his normal wage any remuneration due under sub paragraph (1)(a).

**8. LEAVE BENEFITS**

**Sick Leave**

- (1) The Employee shall, where he has been in continuous employment with the Employer for 12 months, be granted, in the following 12 months -
  - (a) 21 days' sick leave on full pay; and
  - (b) a further period of 20 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 being necessary for the convalescence of the Employee after having been discharged from the Clinic or hospital.
- (2) The Employee shall normally notify the Employer of his absence on the first day of absence.
- (3) The Employee shall forward to the Employer a medical certificate not later than 10.00 hours on the fifth day of his absence, in case he remains ill for more than 4 consecutive days.

**(9) ANNUAL LEAVE AND ADDITIONAL LEAVE**

- (1) The Employee shall, after completing 12 months' continuous employment with the Employer, be entitled, in the following 12 months 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.

**10. END OF YEAR BONUS/GRATUITY**

- (1) The Employer shall pay the Employee either an End of Year Bonus equivalent to 1/12 of his 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 in employment on 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 ground 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.

#### **11. TRANSPORT BENEFITS AND 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 in these cases transport shall be provided up to a practicable place nearest the living quarters.

#### **12. PROTECTIVE CLOTHING**

- (a) The Employer shall provide the necessary uniforms and protective equipment as prescribed.
- (b) The Employer and the employee shall also abide by the provisions of the Occupational Safety, Health and Welfare Act as regards to protective equipments.

#### **13. WORK IN CYCLONIC WEATHER**

The Employee shall, where he works or is required by the Employer to remain on the premises or at any other place which is within the control of the Employer on a day on which a cyclone warning Class III or IV is in force, in addition to any remuneration due to him, be entitled to -

- (a) an allowance equal to 3 times the basic rate in respect of every hour; and
- (b) adequate meals.

#### **14. TRANSPORT FACILITIES IN CASES OF ILLNESS OR INJURY**

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, promptly and at his own expense, provide an appropriate means of transport to the Employee.

#### **15. 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.

#### **16. 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 his employment.

#### **17. 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.

##### **17a. 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. .

#### **18. 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/-.

#### **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 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 Catering & Tourism Industries (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.

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

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(Employer)

.....

(Employee)

Date: .....

Date: .....