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Employment

Mauritius
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2020

MAURITIUS

Law and Practice

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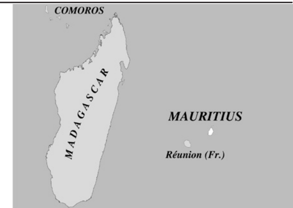

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1. Introduction

1.1 Main Changes in the Past Year

The Workers' Rights Act 2019 (the "Act"), proclaimed in the Government Gazette on 24 October 2019, has repealed the Employment Rights Act 2008. The Act was enacted to provide a modern and comprehensive legislative framework for the protection of workers and to provide for the matters related thereto. The main changes are:

- the threshold monthly salary for workers has been increased from MUR30,000 to MUR50,000;
- there are restrictions in respect of contracts of determinate duration;
- the provisions and calculation of end of year bonus has been amended;
- new forms of leave have been introduced (such as vacation leave, juror's leave, leave to participate in an international sport event or leave to attend court);
- the provisions for the reduction of workforce have been amended with the introduction of the Redundancy Board; and
- Portable Retirement Gratuity Fund ("PRGF") has been introduced.

For the purposes of this article, a "worker" shall mean a person drawing monthly basic salary of MUR50,000 or less and an "employee" shall mean any person in employment, irrespective of salary.

1.2 COVID-19 Crisis

The Covid-19 (Miscellaneous Provisions) Act 2020 and the Finance (Miscellaneous Provisions) Act 2020 have been enacted and they provide major amendments in the employment sphere.

Some permanent measures are:

- working from home provisions have been introduced and employees can now work from home upon 48 hours' notice from the employer;
- employers who employ a minimum of 15 employees or have annual turnover of at least MUR25 million cannot terminate an agreement on account of redundancy unless the request for financial assistance has not been approved; and
- end of year bonus provisions have been amended.

Some temporary measures are:

- an employer cannot terminate any employment relationship if the employer has benefited from the wage assistance scheme during that month;
- paid time off in lieu of overtime payment for additional hours worked from 16 May 2020 until such further date as may be prescribed for workers, other than watchpersons, employed in manufacturing, blockmaking, construction, stone-crushing and related industries has been introduced; and
- night shift allowance has been abolished as from 16 May 2020 until such further period as may be prescribed.

2. Terms of Employment

2.1 Status of Employee

Mauritius does not recognise the concept of blue-collar and white-collar workers. The distinction is rather based on the salary of the employees. In the event of a worker (ie, someone whose monthly basic salary is MUR50,000 or less), the whole of the Act is applicable inasmuch as any provision that the employer undertakes must not be less favourable than the provisions stipulated in the Act. However, for those employees earning monthly basic salary of more than MUR50,000, only certain sections of the Act are applicable and most of the benefits can be contractually agreed, notwithstanding the provisions of the Act.

The provision applicable to all employees includes discrimination, equal remuneration for work of equal value, restrictions on deductions from salary, juror's leave, leave to participate in international sports, maternity and paternity leaves, termination of agreement and severance payment, Portable Retirement Gratuity Fund and violence at work.

There are also some specific remuneration orders for certain specific categories of workers which aim to give additional benefit/protection to those workers.

2.2 Contractual Relationship

The two most prominent types of contracts are: (i) contracts of determinate duration; and (ii) contracts of indeterminate duration.

A fixed-term contract is entered into between the worker and the employer for a specified period of time for specific temporary and non-recurring work, in respect of seasonal and short-term work, for the replacement of another worker on approved leave or suspended, for the purposes of providing training or for a specific training contract. The contract must be in writing and must specify the special skills required, the specific tasks to be performed and the duration thereof. In respect of workers, it is not possible to enter into a contract of determinate duration unless the conditions stated above are satisfied. For employees, it is possible to have a contract of determinate duration on the terms that may be mutually agreed between the parties.

Contracts of indeterminate duration are contracts which are entered into between the worker and the employer which do not have any specific timeframe. Should the employer wish to terminate the agreement, it can only be done after having followed the procedures as provided for under the Act.

2.3 Working Hours

The maximum working hours for workers is 45 hours per week consisting of nine working hours if the worker is required to work on a five-days basis or eight working hours on any five days and five hours on any one other day if the worker works on a six-days basis. Any hour above and beyond 45 hours must be counted as overtime and the worker must be remunerated accordingly. It is possible to include overtime hours in the monthly remuneration of the worker provided the conditions prescribed under the Act are strictly adhered to.

For employees, the working hours and overtime payment can be agreed contractually. For instance, a contract of employment for employees can provide that the employee will not be entitled to overtime payment and his monthly remuneration includes work that the employee may be required to work after working hours.

An employer may request a worker to work on flexitime by giving 48 hours' notice to the employer. A worker may also request to work on flexitime and the employer must grant the request unless there are reasonable grounds (the inability to reorganise work or a detrimental impact on quality or performance) to refuse. The employer must inform the worker in writing if the request has been granted or not within 21 days of the date of the request.

For employees, work on flexitime is purely contractual.

If the employer intends to employ part-time employees, the latter must not be discriminated as compared to full-time employees and the terms of the contract must be similar to and not less favourable than that of a full-time employee.

Overtime payment is compulsory for workers unless it is included in the monthly remuneration. If a worker works for more than the normal working hours on a weekday, the employer must pay the worker for each extra hour worked at not less than 1.5 times the rate at which work is remunerated when performed during normal working hours. If a worker works on a public holiday, the employer must pay the worker for each hour worked during normal working hours at not less than twice the rate at which work is remunerated when performed during normal working hours; if the worker works in excess of those normal working hours, at not less than 3 times the rate at which work is remunerated when performed during normal working hours on a week day. For employees, this is purely contractual as it is not compulsory under the law to provide for overtime payment.

2.4 Compensation

Minimum Wage

The national minimum wage payable to a full-time worker in an export enterprise is MUR9,000 and to any other full-time worker, MUR9,700.

For part-time workers in an export enterprise, the national minimum wage, inclusive of additional remuneration payable as from 1 January 2020, shall be: 9000/195 x number of hours worked in a month x 1.10.

For any other part-time worker, the national minimum wage, inclusive of additional remuneration payable as from 1 January 2020, shall be: 9700/195 x number of hours worked in a month x 1.10.

End of Year Bonus

For employees earning a monthly basic salary of MUR100,000 or less who remain in continuous employment with an employer for the whole or part of a year, the end of year bonus will be equivalent to one-twelfth of his or her earnings for that year.

"Earnings" mean the remuneration of the employee (including overtime payment, payment for work performed on public holidays, remuneration due to the employee, remuneration due on termination, any additional remuneration) and any sum of money by whatever name called, including commission and any productivity payment, paid to an employee, in respect of any work performed by him or her, in addition to the basic wages agreed upon between him or her and the employer.

For employees earning a monthly basic salary of more than MUR100,000, the end of year bonus will be paid in accordance with the End of Year Gratuity Act 2001 which provides that an employee in employment as at 31 December will be entitled to one-twelfth of his or her December basic salary multiplied by the number of months of continuous employment in that year. As such, if the employment of an employee earning a monthly basic wage of more than MUR100,000 per month is terminated on grounds other than redundancy or retirement and he or she is not in employment as at 31 December of that year, he or she will not be entitled to an end of year bonus.

Government Compensation

There is a government intervention on a yearly basis to provide for an additional or increase in remuneration and allowances to cater for inflation or cost of living, which rates vary from year to year.

2.5 Other Terms of Employment

Annual Leave

Full-time workers are entitled to 20 days annual leave and two days additional leave on full pay per year.

Annual leave not taken must be refunded to the workers. The employer can impose that half of the annual leave must be taken by the worker during the year.

For employees, the annual leave is purely contractual and there is no obligation to refund annual leave not taken. As compared to workers, carrying forward leave days is possible for employees.

Sick Leave

Full-time workers are entitled to 15 days sick leave on full pay per year.

Any sick leave not taken will accumulate up to a maximum of 90 days which are used by the employees for the time wholly spent in a medical institution or for convalescence purposes after discharge from a medical institution after they have exhausted their 15 days sick leave entitlement.

The employer may, at his or her own expense, cause a worker who is absent on grounds of illness to be examined by a medical practitioner. If the employer's medical practitioner finds any inconsistency in the state of health of the worker, the worker may be subject to disciplinary actions in accordance with the applicable laws.

For employees, sick leave and the number of accumulated sick leave days are purely contractual.

Vacation Leave

Workers, excluding migrant workers, are entitled to 30 days of paid vacation leave to be spent abroad, locally, or partly abroad and partly locally after being in employment with the same employer for five consecutive years. The computation of the period of five years shall start as at the date of the commencement of the Act (ie, 24 October 2019).

Special Leave

Workers are entitled to six days leave on full pay for the celebration of their first marriage, three days leave on full pay for the first marriage of their son or daughter and three days leave on full pay on the death of their spouse, child, parents or siblings.

Maternity Leave

Female employees are entitled to 14 weeks' maternity leave on full pay to be taken before confinement, provided that at least seven weeks of maternity leave will be taken immediately following confinement, or after confinement. The employer must pay an employee, who has been in continuous employment with the same employer for 12 consecutive months, a maternity allowance of MUR3,000 as a one-off payment which must be paid to her within seven days of her confinement on production of a medical certificate. If the employee suffers a miscarriage duly certified by a medical practitioner, she will be entitled to three weeks' leave on full pay immediately after the miscarriage. If the employee gives birth to a stillborn child, she will be entitled to 14 weeks' leave on full pay on production of a medical certificate.

If an employee, who has been in continuous employment with the same employer for 12 consecutive months, adopts a child aged less than 12 months, she will be entitled to 14 weeks' leave on full pay on production of a certified copy of the relevant court order and a copy of the child's birth certificate. For a period of six months from the date of confinement, or such longer period as recommended by a medical practitioner, the employee will be allowed two daily breaks of 30 minutes each, or one break of one hour, to nurse her unweaned child at a time convenient to herself and her child.

Paternity Leave

Where the spouse of a full-time male employee, who has been in continuous employment for 12 consecutive months, gives birth to a child, upon production of a medical certificate to that effect and a written statement signed by the employee stating that himself and his spouse live under the same roof, the male employee will be entitled to five continuous working days of paternity leave on full pay.

If the employee has been in employment with an employer for less than 12 months, the said leave will be without pay.

3. Restrictive Covenants

3.1 Non-competition Clauses

For non-competition clauses to be enforceable, the clauses should be restricted in time and space, not be too wide in scope so as to prevent the employees from earning a living, and their maintenance be fundamental to protect the legitimate business of the employer. It is not statute-based but is based on cases. The courts will decide on the validity of the said clause on a case-by-case basis.

3.2 Non-solicitation Clauses – Enforceability/Standards

Non-solicitation clauses generally relate to the non-poaching of the employer's employees and even the customers. There are not

normally any time and geographical restrictions as such with regard to non-solicitation clauses.

4. Data Privacy Law

4.1 General Overview

The data privacy law in the employment sector is governed by the Data Protection Act. Provisions in employment contracts in relation to data protection generally state that the employee consents to the employer operating data which relates to the employee (eg, identification data, physical traits, economic and social identity, race, ethnicity, origin, religious beliefs, biometric data or any other data determined by the Data Protection Commissioner in Mauritius as sensitive personal data) during his or her employment for the purposes of the administration and management of his or her employment or the business of the company. Also, the employer has the right to record, as appropriate, all data sent or received by the employee while using company equipment.

5. Foreign Workers

5.1 Limitations on the Use of Foreign Workers

Foreign employees may work in Mauritius after having obtained the relevant permits.

The Non-Citizens (Employment Restriction) Act 1973 states that a non-citizen can only be employed in Mauritius if there is a valid permit in force in relation to that employment.

For a worker to be eligible to obtain a work permit, he or she should possess the skills, qualifications and experience required for the job applied for and he or she should normally be aged between 20 and 60 (the age criteria is neglected only if the employee possesses specific expertise). There are set of requirements and conditions to be fulfilled before the authority grants a work permit. In many instances, it would depend on the availability of such resources from locals. As compared to an occupation permit (described below), there is no specific minimum salary requirements for the obtaining of a work permit (save for the national statutory minimum wage).

Another type of permit is the occupation permit, the rules for which are less stringent than for a work permit. If the employee is going to be employed by a Mauritius company, the foreign employee should earn a minimum monthly basic salary of MUR60,000. The exception is those employees employed in the ICT sector where the monthly basic salary should be at least MUR30,000.

5.2 Registration Requirements

The employee will need to hold a permit before coming into Mauritius. Once they have been awarded the permit, there will not be any further registration requirements to come and work in Mauritius.

The link in respect of the requirements for an occupation permit is www.edbmauritius.org/media/2529/e-licensing-op-guidelines-rev-aug-2019.pdf

The link in respect of the requirements for a work permit is www.edbmauritius.org/media/2529/e-licensing-op-guidelines-rev-aug-2019.pdf

See also **5.1 Limitations on the Use of Foreign Workers**.

6. Collective Relations

6.1 Status/Role of Unions

A trade union is defined as an association of persons, whether registered or not, having as one of its objects the regulation of employment relations between employees and employers. The primary role of a trade union is to ensure that the employment conditions of employees are respected, to negotiate on behalf of the employees forming part of the bargaining unit and provide employees with information, advice, and guidance about any work-related grievance. Representatives of trade unions may also accompany the employees at a disciplinary hearing.

To be able to register a trade union, there must be at least 30 members; for the trade union to be officially recognised, it must have 30% of the workers forming part of the bargaining unit.

6.2 Employee Representative Bodies

The representative bodies if recognised will have the ability to negotiate terms and conditions of the employees forming part of the bargaining unit. Any terms and conditions agreed by the representative bodies with the employer will be binding on all employees forming part of that bargaining unit.

6.3 Collective Bargaining Agreements

A collective agreement is concluded when a recognised trade union (or a group of recognised trade unions or a joint negotiating panel) and an employer reach an agreement on the terms and conditions of work. The terms of such agreement will be stated in the terms and conditions of the employment contract of the relevant employees.

A collective agreement shall remain in force for a period of not less than 24 months. Negotiations for the renewal of the agreement must start not later than three months before its expiry or

any renegotiation procedures set in the collective agreement, if any. The collective agreement will bind the parties to the agreement and all the employees in the bargaining unit to which the agreement applies.

7. Termination of Employment

7.1 Grounds for Termination

Termination is an action of last resort. There are strict procedures to be followed prior to a termination. In Mauritius, there are the concepts of justified and unjustified termination.

If the procedures have not been followed, or if the tribunal courts believe that there were no good grounds for terminating the employee's contract, the court will award severance payment (see **7.2 Notice Periods/Severance**).

There are different procedures to be followed depending on the grounds for termination. Mauritian laws provide different procedures to be followed depending whether it is a case of poor performance or misconduct (see **7.3 Dismissal for (Serious) Cause (Summary Dismissal)**).

With regard to redundancy, an employer who employs a minimum of 15 employees, or has an undertaking with a minimum annual turnover of MUR25 million, cannot terminate the employment of an employee unless the employer has made an application for financial assistance to the institutions stated under the law, and such application has not been approved.

If that employer intends to reduce the number of employees in employment either temporarily or permanently, or close down the enterprise, the employer shall notify the:

- trade union if there is a recognised one;
- trade union having a representational status; or
- the employees' representatives, elected by the employees where there is no recognised trade union, or a trade union which has the support of more than 50% of the employees in a bargaining unit in a company.

Such notification is in order to explore the feasibility of avoiding the retrenchment via:

- restrictions on recruitment;
- retirement of employees beyond the retirement age;
- reduction in overtime;
- shorter working hours to cover temporary fluctuations in manpower needs;
- providing training for other work within the same undertaking; or
- redeployment of employees if the undertaking forms part of a holding company.

The parties to the negotiations may agree on any of the possibilities specified above, or any alternative solution or on the payment of a compensation by way of a settlement.

A supervising officer of the Ministry of Labour may, at the request of any of the parties, provide a conciliation service to assist in view of an agreement.

If no agreement is reached, or if there has been no negotiation, the employer must give written notice to the redundancy board (the "board") at least 30 days before the intended retrenchment along with a statement stating the reason for the retrenchment (the "notice").

The board shall complete its proceedings within 30 days from the date of notice unless an extension is mutually agreed by the parties.

The employer shall not perform the retrenchment before the completion of the proceedings. If the board is of the view that the retrenchment is justified, then it will award 30 days' wages as indemnity in lieu of notice.

If the board is of the view that the termination is unjustified, it will order the employer to pay severance allowance (see **7.2 Notice Periods/Severance**) or may order re-instatement with the consent of the employee.

There are exceptions to the general rule mentioned above where there is no requirement to ask for financial assistance or to negotiate and where the board must give its ruling within 15 days from the date of the notification by the employer to the board. The exception only applies to certain specific sectors and after the Minister responsible for labour and employment relations has, by way of regulation, exempted the employers from complying with the procedures that are generally applicable.

7.2 Notice Periods/Severance

The minimum notice period is one month unless a higher notice period is expressly stated in the employment contract. In the event that the termination is unjustified, then the court or tribunal would award three month's remuneration per year of service for every 12 months that the employee is in employment. For any subsequent months, the amount will be prorated accordingly.

Remuneration is defined as the remuneration drawn by the employee for the last complete month of his or her employment, or an amount computed in the best manner as to give the

rate per month at which the employee was remunerated over a period of 12 months before the termination of his or her agreement; this should include payment for extra work, productivity bonus, attendance bonus, commission in return for services and any other regular payment, whichever is higher.

If the employer is of the view that that it does not have good grounds for termination, it may pay the full severance allowance payment or reach a settlement agreement with the employee on such amount as is mutually acceptable.

7.3 Dismissal for (Serious) Cause (Summary Dismissal)

Summary dismissals may be described as dismissals which require no notice or payment in lieu of notice. Summary dismissals generally occur due to misconduct or poor employment performance.

The procedures are similar in respect to termination justifying summary dismissals.

An employer cannot terminate an employment agreement on grounds of poor performance unless:

- (a) the employee has been afforded an opportunity to answer any charge related to the alleged poor performance made against him or her;
- (b) the employee has been given at least seven days' notice to answer the charge made against him or her;
- (c) the employer cannot, in good faith, take any other course of action; and
- (d) the termination is effected within seven days of the completion of the hearing under (a).

Similarly, an employer cannot terminate an employment agreement on grounds related to alleged misconduct unless:

- the employer has, within ten days of the day on which he or she becomes aware of the alleged misconduct, notified the employee of the charge made against him or her;
- the employee has been afforded an opportunity to answer any charge made against him or her in relation to his or her alleged misconduct;
- the employee has been given at least seven days' notice to answer any charge made against him or her;
- the employer cannot, in good faith, take any other course of action; and
- the termination is effected not later than seven days after the employee has answered the charge made against him or her, or where the charge is the subject of an oral hearing, after the completion of such hearing.

The employee may have the assistance of a representative of the trade union, legal representative, or an officer when he or she is given the opportunity to answer to the charge made against him or her or is subject to a disciplinary hearing.

Failure to abide by the statutory process would render the termination unjustified.

7.4 Termination Agreements

Termination agreements are possible as long as there is the mutual consent of the employee and the employer.

In the event of a settlement agreement, and if it is a worker, then there is a mandatory requirement for the worker to have the agreement vetted by an independent advisor.

7.5 Protected Employees

The procedures for dismissal are applicable to all employees, irrespective of salary or category. (See **1.1 Main Changes in the Past Year** for definitions of "employee" and "worker".)

Severance allowance is, however, not applicable to migrant workers.

8. Employment Disputes

8.1 Wrongful Dismissal Claims

A termination will be considered as deemed unjustified if by reason of the employee's:

- race, colour, caste, national extraction, social origin, place of his or her origin, age, pregnancy, religion, political opinion, sex, gender, sexual orientation, HIV status, impairment, marital status or family responsibilities;
- absence from work during maternity leave and for the purposes of nursing her unweaned child,
- temporary absence from work because of injury or sickness duly notified to the employer and certified by a medical practitioner;
- becoming a member of a trade union, seeking or holding of trade union office, or participating in trade union activities outside working hours or, with the consent of the employer, within working hours;
- in good faith, filing a complaint, or participating in proceedings, against an employer, involving alleged breach of any terms and conditions of employment; or
- exercising any of the rights provided in the Act or any other enactment, or in any agreement, collective agreement or award.

For any unjustified termination, the court will award severance allowance. (See **7.2 Notice Periods/Severance**.)

8.2 Anti-discrimination Issues

The Act provides that an employer must not discriminate between employees with regard to their age, race, colour, caste, creed, sex, sexual orientation, gender, HIV status, impairment, marital status, family status, pregnancy, religion, political opinion, place of origin, national extraction, social origin and between employees performing work of equal value.

According to the Equal Opportunities Act 2008, to determine the occurrence of a discriminatory act, whether directly or indirectly, the court will consider whether the discriminator is aware of the discrimination and whether or not the status of the aggrieved employee is the only or dominant reason for the discrimination. In light of the facts of the case, the court will order damages proportionate to the prejudice suffered by the aggrieved employee. The employee will have to show on the balance of probabilities that he or she has been discriminated against.

9. Dispute Resolution

9.1 Judicial Procedures

Employment disputes are instituted before the Industrial Court, the Employment Relations Tribunal, the Redundancy Board or the Commission for Conciliation and Mediation.

The Industrial Court is established under Section 3 of the Industrial Court Act and its function is to try any labour disputes. Any employee who feels aggrieved by the decision of his or her employer (save for redundancy) must bring a claim before the Industrial Court if the employee wants to obtain severance allowance.

The Employment Relations Tribunal is established under Section 85 of the Employment Relations Act and its main functions are to make awards, orders in relation to recognition, check-off agreement, agency shop order, minimum service and any other issues under the Employment Relations Act, interpret collective agreements, awards and orders and publish an annual report providing the summaries of cases and rulings. The Employment Relations Tribunal must make their award within 90 days of a dispute being referred to it. The period of 90 days may be extended where the circumstances so require, provided the consent of the parties to the dispute is obtained.

The Redundancy Board is established under Section 73 of the Act and deals with cases of reduction of workforce and closure of enterprises for economic, financial, structural, technological or any other similar reasons. The Redundancy Board shall complete its proceedings within 30 days from the date of notice unless an extension is mutually agreed by the parties. However, when the Minister responsible for labour and employment relations has, by way of regulation, exempted the employers of specific sectors from complying with the procedures that are generally applicable, the Redundancy Board must complete its proceedings within 15 days from the date of notice.

The Commission for Conciliation and Mediation is established under Section 87 of the Employment Relations Act and its main functions are to provide a conciliation or mediation service on any labour dispute referred to it, investigate any labour dispute reported to it, enquire into and report on any questions relating to employment relations – generally or to employment relations in any particular industry – referred to it by the Ministry of Labour and to provide a conciliation or mediation service for the assistance of workers, trade unions and employers to establish collective bargaining structures, create dead-lock breaking mechanism, establish workplace councils, prevent or resolve dispute and grievances, set up disciplinary or dispute resolution procedures and address industrial relations issues relating to the restructuring of organisations.

Class action claims are not recognised in Mauritius.

9.2 Alternative Dispute Resolution

Arbitration and pre-arbitration agreements are not possible in respect of employment matters in Mauritius since the disputes are matters of public policy of Mauritius and are therefore not considered to be arbitrable.

9.3 Awarding Attorney’s Fees

The prevailing party may be awarded legal costs, the amount of which is statutorily fixed on the basis of a schedule of fees. The fees awarded are very minimal and, in practice, are not the actual fees spent on attorneys and barristers.

BLC Robert & Associates is the leading independent business law firm in Mauritius. The firm has eight partners and over 30 locally and internationally trained lawyers and is a member of the Africa Legal Network (ALN), which is recognised by international directories as the leading legal network in Africa. Employment law is one of the practice areas that the firm is heavily involved in. Its employment lawyers provide a wide range of services, from general advice on employment laws in Mauritius, drafting and reviewing contracts of employment, advising on the process leading to the termination of an employee, including negotiation culminating in settlement, drafting letter of charges, assistance in disciplinary proceedings and acting as counsel in court cases, through its dispute resolution team. The employment team regularly provides employment advice in deals involving restructuring exercises, sales of businesses and mergers and acquisitions.

Authors

Jason Harel is co-founding partner at the firm and is consistently identified as a leading practitioner in his field by the legal directories. He is qualified as a chartered accountant and also as a barrister both in England and Wales and in the Republic of Mauritius. He possesses substantial experience in real estate, banking, corporate finance, corporate transactions, mergers and acquisitions, and taxation. He sits on a number of boards of directors, including Africa Legal Network (ALN) and IBL Ltd, and is also the chairman of a family-controlled hotel group. He was a senior associate within the trade finance and project finance group of Denton Wilde Sapte LLP in London and also worked for Kingston Smith in its corporate insolvency and restructuring divisions.

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André Robert is a senior attorney and partner at the firm. He co-heads, with senior counsel Iqbal Rajahbalee, the firm's dispute resolution group. André qualified as an attorney in 1994 and was appointed as senior attorney in 2016. For several years he was part of the panel for attorneys', barristers' and notaries' examinations. He is a former vice chairman of the Mauritius Law Society. André has since been involved in: legal advice to commercial firms, banks, insurance companies, sugar companies, petroleum companies, textile companies and hotels; litigation for those entities; legal advice to parastatal bodies, and litigation for those entities; frequent offshore litigation; chambers work in support of international arbitration, as well as intellectual property litigation. He is also often involved in local and international arbitrations.

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