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Employment 2021

Mauritius
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Law and Practice

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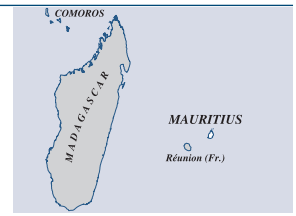

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1. INTRODUCTION

1.1 Main Changes in the Past Year

The Workers' Rights 2019 (the "Act"), which is the main piece of legislation governing employment law in Mauritius, has been amended by the Finance (Miscellaneous Provisions) Act 2021 (the "FA2021").

The main changes brought by the FA2021 are:

- the definition of an atypical worker has been clearly set out;
- the scope for the application of a protective order has been extended to non-compliance with notice period, severance allowance and any gratuity due to a worker or group of workers;
- workers will now be able to benefit from the payment out of the Wage Guarantee Fund Account if an enterprise is considered insolvent without the need to get a Supreme Court order;
- the extension of the completion date of a disciplinary hearing by mutual consent in special circumstances can only be done provided that the disciplinary hearing is completed not later than 60 days of the date of the first hearing;
- payment of basic salary to an employee, instead of full pay, if an employer suspends an employee pending the outcome of an investigation carried out before a charge of alleged misconduct is levelled against an employee, or pending the outcome of a disciplinary hearing on account of the employee's alleged misconduct or poor performance; and
- the functions of the redundancy board have been extended.

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, providing 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; amongst others.

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2. TERMS OF EMPLOYMENT

2.1 Status of Employee

Mauritius does not recognise the concept of blue-collar and white-collar workers. Rather, distinctions are based on the salary of the employees. Regarding a worker (ie, someone whose monthly basic salary is MUR50,000 or less), the Act is applicable insofar 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 provisions 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, a 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 contracts of determinate duration (ie, fixed-term contracts) and 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 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 fixed-term contract 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

Normal Working Hours of Workers

The maximum working hours for workers are 45 hours per week consisting of:

- nine working hours (excluding time for meal and tea breaks) per day if the worker is required to work on a five-day basis; or
- five days of eight working hours (excluding time for meal and tea breaks) and one day of five working hours (excluding time for meal and tea breaks) if the worker works on a six-days basis.

Overtime for Workers

Any additional hour worked must be counted as overtime and remuneration provided 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.

Overtime Payment to Workers

Overtime payment is compulsory for workers unless it is included in the monthly remunera-

tion. 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 three 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.

Overtime for Employees

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

Flexitime

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.

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. Over and above the national minimum wage, full-time workers should be paid an additional remuneration of MUR375 effective as from 1 January 2021.

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 their 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 them, in addition to the basic wages agreed upon between them 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 employees in employment as at December 31st will be entitled to one 12th of their December basic salary multiplied by the number of months of continuous employment in that year. As such, if the employment of employees earning monthly basic wages of more than MUR100,000 per month is terminated on grounds other than redundancy or retirement and they are not in employment as at December 31st of that year, they will not be entitled to an end of year bonus.

Government Compensation

There is 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 their 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 employees consent to the employer operating data which relates to the employees (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 their employment for the purposes of the administration and management of their employment or the business of the

company. Also, the employer has the right to record, as appropriate, all data sent or received by the employees 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 workers to be eligible to obtain a work permit, they should possess the skills, qualifications and experience required for the job applied for and they 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, 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 either a work permit or an occupation 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.

See **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 employees at disciplinary hearings.

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 between the representative bodies and 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.

General Procedures

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, for a period ending 31 December 2021, 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.

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.

Planned Reduction

In usual circumstances (which is not currently not possible due to restrictions until 31 December 2021) if anemployer intends to reduce the number of employees in employment either temporarily or permanently, or close down the enterprise, the employer shall notify either:

- the trade union, if there is a recognised one;
- the 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.

The Redundancy Board

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.

Prior Written Notice

Notwithstanding the above (ie, requirement for financial assistance and derogation from the Ministry of Labour) and subject to the notifications and negotiations requirements and the exploration of alternatives as required under the WRA, employers who intend to reduce the number of employees in their employment on the ground of restructuring for financial reasons, may, instead of applying for financial assistance, give written notice to the board, together with a statement, at least 30 days before the intended reduction. The board shall only entertain such notification if it is satisfied that:

- the enterprise is over-indebted and not economically viable and any further debt would increase the risk of the enterprise being insolvent; and
- the restructuring may enable the enterprise to manage the repayment of its debts without being insolvent and to dispose of adequate cash flow to continue its operations.

The statement to be provided shall contain all the information set out under the Act, failing which the reduction of workforce shall be deemed to be unjustified.

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 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 their 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 termina-

tion of their agreements; 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:

- the employees have been afforded an opportunity to answer any charge related to the alleged poor performance made against them;
- the employees have been given at least seven days' notice to answer the charge made against them;
- the employer cannot, in good faith, take any other course of action; and
- the termination is effected within seven days of the completion of the hearing under the first point.

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 they became aware of the alleged misconduct, notified the employees of the charge made against them;
- the employees have been afforded an opportunity to answer any charge made against them in relation to their alleged misconduct;
- the employees have been given at least seven days' notice to answer any charge made against them;
- the employer cannot, in good faith, take any other course of action; and
- the termination is effected not later than seven days after the employees have answered the charge made against them, or where the charge is the subject of an oral hearing, after the completion of such hearing.

The employees may have the assistance of a representative of the trade union, legal representative, or an officer when they are given the opportunity to answer to the charge made against them or are 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 mutual consent between the employee and the employer.

For workers, in the event of compromise agreements, 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**). However, severance allowance is 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 origin, age, pregnancy, religion, political opinion, 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, 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 they have been discriminated against.

9. DISPUTE RESOLUTION

9.1 Judicial Procedures

Industrial Court

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

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

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 Redundancy Board may also, upon receipt of a notice in accordance with the relevant provisions of the WRA and the prior consent of the parties, provide a conciliation or mediation service to the parties with a view of promoting a settlement.

The Commission for Conciliation and Mediation

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

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.

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BLC Robert & Associates is one of Africa's leading law firms, particularly in the field of employment. As a fully fledged business law firm, BLC Robert has a proven track record of successfully managing employment disputes, assisting clients' diverse needs and backgrounds, domestically and regionally. As specialists in the employment field, BLC Robert's lawyers handle the whole range of employment disputes in courts and arbitration settings. The firm's employment expertise covers employment laws, policies and pension schemes in Mauritius; appointment and termination; expert advice regarding sensitive employment issues, as well as the latest corporate governance and executive remuneration requirements; employee compensation; restructuring, reorganisation and retrenchments, including complex sensitive trade union relations and industrial action; M&A; advice on complex and sensitive issues involving accelerated terminations, discrimination, whistle-blowing, and restrictive covenants; and assistance in disciplinary proceedings and acting as counsel in court cases.

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