

NATIONAL EMPOWERMENT FOUNDATION

HUMAN RESOURCE MANAGEMENT MANUAL

18 May 2022

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CHAPTER 1: INTRODUCTION

1.1 Background of the National Empowerment Foundation

1.1.1 The National Empowerment Foundation, hereinafter referred to as the 'Foundation', is a non-profit state-owned company that was created and incorporated as a Private Limited Company by both shares and guarantee on the first day of July 2008.

1.2 Role and Objectives of the Foundation

1.2.1 The main object of the Foundation is to ensure the case management of the families eligible under the Social Register of Mauritius in accordance with the Marshall Plan Social Contract and to deliver a range of empowerment support services namely:

- ✦ identifying persons living in absolute poverty and assessing their needs;
- ✦ implementing and harmonising any integration and empowerment program or scheme;
- ✦ providing accompaniment and counselling to people living in absolute poverty (Case Management Approach);
- ✦ monitoring of social contract signed by beneficiaries to track graduation of the poor out of poverty trap;
- ✦ monitoring and evaluating any empowerment program or scheme; and
- ✦ keeping under review any change in the social or financial circumstances of any person who is receiving support.

1.2.2 The Foundation also focuses on enhancing employability of unemployed persons through training and re-skilling; encourage entrepreneurship and improve the capacity/competitiveness of small and medium enterprises; provide support to lowincome and vulnerable groups; enter into agreements with third parties approved by the Board for execution of programs as entrusted to the Foundation; and efficiently manage the funds granted by Government and/or other parties.

1.2.3 In view of achieving its set objectives, the National Empowerment Foundation has been entrusted the task of coordinating various programs in addition to the Empowerment Program which includes the Eradication of Absolute Poverty Program; Trust Fund for Social Integration of Vulnerable Groups; the Decentralised Cooperation Program; the National Corporate Social Responsibility Committee and the representative body of the Foundation in Rodrigues.

1.3 Administration of the Foundation

1.3.1 The Foundation is administered by a Board of 12 Directors including the Chairman. With respect to human resource issues, appointment of employees at the Foundation, and the power to exercise disciplinary control over employees in post, shall rest with the Board. The Board may also make provisions in such form as it may determine to govern the conditions of service of employees within the parameters of the provisions contained in the labour legislations in force.

1.4 Executive Head of the Foundation

1.4.1 The execution of the policy of the Board and the day-to-day running and administration of the affairs of the Foundation fall under the responsibility of the Chief Executive Officer who is answerable to the Board. The Chief Executive Officer is assisted in the performance of his/her duties by managers of different departments namely by the Administrative Manager, Communication Manager, Programme Manager, Project Manager (Civil Engineering), Finance Manager, Human Resource Manager and IT Manager, and by a Programme Manager for the Departmental Branch in Rodrigues.

1.5 Staffing Structure of the Foundation

1.5.1 The Foundation has a staffing strength of around 224 employees belonging to some 53 different grades including trainees employed under prevailing schemes. Every employee shall be under the administrative control of the Chief Executive Officer. The Organisation Chart is at **Appendix 1**.

1.6 Conditions of Service of Employees at the Foundation

1.6.1 The conditions of service of employees, as applicable, are as laid down in current labour legislations (Workers' Rights Act 2019, Employment Relations Act 2008, Occupational Safety and Health Act 2005, Equal Opportunities Act 2008, as subsequently amended) and the recommendations contained in the Review of Pay and Organisation Structure and Conditions of Employment 2018 (and its subsequent Errors and Omission Report 2019) at the Foundation, hereinafter referred to as the Report.

1.6.2 With the implementation of the Report with effect from 01 January 2018, a few new conditions of service and a new organisational salary structure have been introduced to motivate and retain serving employees and to attract new experienced qualified personnel to join the organisation. In accordance with Paragraph 5.4 under Chapter 5 of the Report, for conditions not specifically mentioned/overridden in the Report, the existing situations shall prevail.

1.7 Human Resource Management Manual at the Foundation

1.7.1 Currently, there is a Human Resource Manual dated 2010 in force. However, following the various amendments brought to the labour legislations and the approved recommendations made in the Review of Pay and Organisation Structure and Conditions of Employment 2018, and the relevant provisions of the labour legislations regarding conditions of service, an exercise has been conducted to incorporate all these changes in a Human Resource Management Manual 2020. This manual shall apply to all employees irrespective of their grades within the hierarchy and of the capacity in which they are serving.

1.8 Sub-Committees Appointed by the Board

1.8.1 The Board has set up Sub-Committees, comprising of two or more of its Directors to assist it in the determination on issues affecting the Foundation, one of which is the HR Committee. This Committee deals with human resource matters requiring decision by the Board.

CHAPTER 2: RECRUITMENT, APPOINTMENT, PROMOTION, ASSESSMENT OF PERFORMANCE, INCREMENT, RETIREMENT AND RESIGNATION

2.1 Recruitment and Appointment

2.1.1 General Policy

The Foundation is an equal opportunity employer and does not discriminate any applicant on the basis of sex, religion, caste, colour, race, social origin or ethnic classification for selection and contract renewable purposes. The overall purpose of the recruitment process is to hire in a timely manner and at reasonable costs experienced and qualified personnel to meet the human resource requirements with a view to achieving the goals and objectives of the Foundation.

2.1.2 Equal Opportunity Policy

The Foundation applies an Equal Opportunity Policy in line with the guidelines and codes issued by the Equal Opportunity Commission in accordance with the Equal Opportunity Act 2008. The HR Manager shall ensure that the Policy is communicated to all employees and job applicants, and is placed on the organisation's website.

2.1.3 Job Description/Scheme of Service/Creation of Post

Unless provided by any enactment or otherwise decided, there shall be a job description in respect of each grade on the establishment of the National Empowerment Foundation, hereinafter referred to as a 'Scheme of Service', as specified by the Chief Executive Officer, after consultation with all stakeholders including the Union, and approved by the Board.

The normal process for creation of a post and for specification of its Scheme of Service are as set out hereunder;

- (a) The HR Manager shall identify the need for the creation of any new or additional post after consultation with the concerned Head of Department, and subject to the approval of the CEO;

- (b) Thereafter, the HR Manager shall initiate appropriate action for the creation of the post and the specification of its Scheme of Service;
- (c) The HR Manager shall draft the Scheme of Service and hold the necessary consultations with the recognised Union at the Foundation for their views/comments within a delay 15 working days;
- (d) The proposed Scheme of Service, together with the views/comments of the Union, shall then be submitted to the Human Resource Committee for its recommendations to the Board.
- (e) A Scheme of Service is an important document which generally specifies the following:
 - ✦ Job title;
 - ✦ Job grade – salary scale;
 - ✦ Qualification;
 - ✦ Experience (where applicable);
 - ✦ Job purpose;
 - ✦ Required skills;
 - ✦ Role and responsibilities;
 - ✦ General note mentioning that incumbent(s) may be required outside working hours, Saturdays, Sundays and Public Holidays;
 - ✦ Travel location (where applicable);
 - ✦ The date and sitting on which the Board approved the respective Scheme of Service;
 - ✦ The name, designation of the person who signed the Scheme of Service.

2.1.4 Age Limit

The minimum age for employment at the foundation shall be in accordance with the relevant part of the Workers' Rights Act 2019, as subsequently amended.

2.1.5 Filling of Vacancies

- (a) In exercising its power in connection with the appointment and promotion of an employee to any office of the Foundation, the Board shall have regard to the maintenance of a high standard of efficiency which is necessary at the Foundation, and shall:
 - (i) give due consideration to qualified employees serving at the Foundation, taking into account qualifications, experience and merit before seniority, unless specified otherwise;
 - (ii) where the vacancy cannot be filled by the procedure detailed at subsection 2.1.4 (a)(i), it shall either call for application by public advertisement or enlist the services of the Employment Bureau;
 - (iii) where the Board is satisfied that no suitable candidate with the requisite qualifications are available in Mauritius, it may arrange for such recruitment to be carried out externally through Recruiting Agencies or otherwise;
- (b) The Board can also enlist persons under any training scheme set up by the Foundation or Government or as a joint public/private initiative with a view to facilitating the placement of job seekers in gainful employment.

2.1.6 Report of Vacancy

- (a) Where a vacancy occurs or is known to occur in a department, the Head of the Department concerned shall fill in the Vacancy Requisition Form (pro forma at **Appendix 2**) and submit it to the Chief Executive Officer, who after consideration shall submit same to the HR Manager for necessary action.
- (b) The HR Manager shall certify the details of the vacancy and submit a proposal as to the manner the vacant post may be filled as specified in the Scheme of Service, for consideration by the Board through the Chief Executive Officer and the HR Committee.
- (c) Where the Chief Executive Officer considers that a vacancy cannot be filled immediately, the latter shall inform the Board through the HR

Committee and state the reasons thereof and what arrangements have been made for the performance of the duties of the vacant post.

- (d) In the first instance a vacancy in any position, except for managerial and part-time positions, shall be advertised internally among serving employees, provided they possess the required qualifications.
- (e) In the absence of qualified serving employees to fill any vacancy, the position may be advertised to the public in general. In this case, the notice of vacancy shall be advertised in the public media as approved by the HR Committee and on the Foundation's website. Candidates will be invited to submit their application on the Foundation's prescribed application form, which shall be available at the Foundation or downloadable from the Foundation's website, and shall do so within the time limit set as indicated in the notice of vacancy.
- (f) Nothing shall prevent the Foundation to advertise any vacancy both among serving employees and to the general public in parallel and at the same time.
- (g) On obtaining the approval of the Board with respect to the mode of recruitment, the HR Manager will make arrangements as appropriate and subject to the approval of the Chief Executive Officer.

2.1.7 Selection Procedures

- (a) All applications will be acknowledged, scrutinised and processed by the HR Department on well-defined and established criteria. Thereafter, the HR Manager, with the assistance of the Head of Department concerned if necessary, will conduct a sorting process based on well-defined and established screening criteria to identify those applicants who warrant further consideration. Where required, (e.g. for security/enforcement employees), physical fitness test should be conducted to ascertain eligibility of qualified candidates.

- (b) The HR Committee shall finalise the selection exercise by way of an interview or any other selection tools, as applicable, according to the established interviewing procedures at the Foundation. The Chief Executive Officer shall be in attendance for any assistance that may be warranted and, if required, the latter may rope any of the Head of Department concerned for consultation.
- (c) On completion of the interview exercise, the HR Committee shall submit its recommendation on the suitability of qualified candidates in order of priority to the Chief Executive Officer who will in turn seek the approval of the Board accordingly.
- (d) Upon approval of the board, the HR Manager will make arrangements for letters of offer of appointment to be issued to the successful candidate(s) as per pro forma for Contract of Employment/Job Offer at **Appendix 3**, under signature of the Chief Executive Officer.
- (e) In a spirit fairness and to promote a good corporate image of the Foundation, letters of regret may be sent to unsuccessful applicants or by way of a press communique, as appropriate.
- (f) All subsequent procedures for appointment will be completed by the HR Department, including arrangements for the conduct of medical examination and production of Certificate of Character for new entrants. A proof of application with respect to the Certificate of Character shall be forwarded by the employee concerned to the HR Department of the Foundation.
- (g) An induction session shall be arranged by the HR Department for the benefit of all new entrants.

2.1.8 Types of Appointment

- (a) In view of the specificity of the Foundation since its inception, employees may be employed on a contractual basis and offered fixed term contract of maximum period of one year in the first instance.

- (b) Under the former Employment Rights Act 2008, as subsequently amended, employees drawing salary not more than Rs 30,000 and who had been in continuous employment at the Foundation, in a position which is of a permanent nature, have had their contract of appointment deemed to be of indeterminate duration.
- (c) Generally, the contract of appointment of employees at senior management level are renewed as determinate, i.e. fixed duration, on such terms and conditions as approved by the Board, unless otherwise decided by the latter.
- (d) all first appointments at the Foundation have been of a determinate duration on such terms and conditions as approved by the Board. The first six months of such contract will be reckoned as a period of probation.
- (e) Any subsequent appointment of a serving employee shall, except as otherwise decided by the Board, be in a temporary capacity for a period of six months in lieu of probation. The same procedures as set out under Section 2.1.8 shall apply.

2.1.9 Probationary Period for Fixed-Term Contract/Indeterminate Contract

- (a) The first six months of a new fixed-term/indeterminate contract will be reckoned as a period of probation during which the work and ability of an employee are closely supervised/monitored to see whether the latter is suitable for the job. The employee should be given all possible facilities for acquiring skills, knowledge and experience of the job.
- (b) Where, during the probationary period, an employee's shortcomings are such that it makes doubtful whether the latter is likely to become suitable for the fixed term contract, the Chief Executive Officer shall at once inform the employee in writing and give such assistance as may be possible for improvement.
- (c) On completion of the probationary period, the Chief Executive Officer shall inform the Board whether:

- (i) the employee should be confirmed in his/her fixed term contract;
or
 - (ii) the trial period should be extended to afford the employee the opportunity of improvement in any respect of the assigned work or conduct where the employee has been adversely reported; or
 - (iii) the employee's fixed term contract should be terminated.
- (d) Subject to the approval of the Board being obtained for the confirmation of an employee, the confirmation shall take effect as from the date the employee initially assumed duty in the current position.
- (e) The HR Manager will inform the employee of the decision of the Board.

2.1.10 Term of Contract for Fixed-Term/ Indeterminate Contract under the Workers' Rights Act 2019

- (a) In accordance with Section 127 of the Workers' Rights Act 2019 (as subsequently amended), hereinafter referred as Act for this Section, "where before the commencement of the Act, a worker and an employer have entered into one or more determinate agreements for a total period of more than twelve months and where the worker was employed in a position of a permanent nature, the agreement shall, on commencement of this Act, be deemed to be an indeterminate agreement with effect from the month immediately following the twelfth month of employment under the agreement."
- (b) Under Section 13(1) of the Act, "an employer may enter an agreement with a worker for a specified period of time in relation to the temporary needs of the employer" for the purposes stated under that Section.
- (c) Under Section 13(4) of the Act, "a worker, other than a migrant worker, who is employed in a position which is of permanent nature, shall not be employed on a contract of fixed duration for the performance of work relating to the fixed, recurring and permanent needs of the continuous normal business activity of the employer."

2.2 Promotion of Serving Employees

2.2.1 Promotion

An appointment to a grade having a higher salary scale and which entails greater responsibilities either of the same nature or different nature to those previously undertaken and performed, shall constitute a promotion.

2.2.2 Salary on Promotion

- (a) An employee, on promotion, shall join the initial salary or flat salary of the higher grade, provided the salary increase is not less than 3 increments worth at the incremental point reached in the last contractual position of the latter.
- (b) Where the salary overlaps, the employee shall be granted a maximum of three increments subject to the top salary of the higher grade, whichever is higher, provided the total emoluments of the employee should not be less than the initial salary and not more than the maximum salary of the higher grade.

2.2.3 Increment and Incremental Credit

Increment to Employees on Indeterminate Contract (Permanent)

- (a) All posts except that of the Chief Executive Officer are graded with a salary scale comprising an initial and a top salary point and movement from the initial to the top salary point is incremental. Increment on a salary scale is not as of right. It is a method for rewarding those who have demonstrated adequate yearly progress and whose work and conduct have been satisfactory. On appointment, an employee is normally granted the initial salary (in the scale of the grade), which is guaranteed (for an incumbent in the grade) and any movement in the scale has to be earned.
- (b) Incremental credits can also be granted for additional qualification/s obtained that are higher than those mentioned in the Scheme of Service.

2.2.4 Conditions for Grant of Increment

Normal Increment

- (a) An increment may be granted to an employee only when the work, conduct, punctuality and attendance of the employee during the previous twelve months have been at least satisfactory as indicated in the latter's performance appraisal in accordance with the Performance Management System of the Foundation, subject to the approval of the Chief Executive Officer.
- (b) The date for the payment of annual increment shall be 1st of January of each calendar year or on satisfactory completion of twelve months service, subject to the employee being on permanent contract at the Foundation.
- (c) The Board may consider the grant of incremental credits to the employees of the Foundation on obtention of additional qualification/s that are higher than those mentioned in the Scheme of Service of the post concerned, provided any such qualification(s) are obtained after the date of appointment of that employee.

2.3 Performance Appraisal

2.3.1 Performance Management System

- (a) It is a management tool for good governance and improved performance, providing the opportunity to identify the development needs of employees at all levels in the organisation. It is also a system that purports to create a common bond of ownership among all employees as well as an environment where all individuals are developed, motivated and inspired to deliver quality a performance.
- (b) The purpose of the Performance Management System is to ensure that:
 - (i) the work performed by employees accomplishes the work of the Foundation;

- (ii) employees have a clear understanding of the quality and quantity of work expected from them;
- (iii) employees receive ongoing information about how effectively they are performing relative to expectations;
- (iv) award and salary increase based on employee performance are distributed accordingly;
- (v) opportunities for employee development are identified; and
- (vi) employee performance that does not meet expectations is addressed.

2.3.2 Role and Responsibilities of Stakeholders in Performance Management System

- (a) The role and responsibilities of stakeholders are as follows:
 - (i) Organisational Level – the Chief Executive Officer determined strategic priorities and the overall Key Result Areas (KRAs) and Key Performance Indicator (KPI) for each of priorities for the Foundation based on its objectives, priorities and mandates. KRAs and KPIs are then assigned to each Department.
 - (ii) At Department Level – The Head of Department concerned shall develop a departmental action plan based on a KRA assigned by the Chief Executive Officer.
 - (iii) At Individual Level – The appraisee discusses and enters into a performance agreement with the appraiser. This should be aligned to the annual plan of the department.
- (b) Monitoring of Performance – Performance of organisation at department and individual levels are monitored throughout the Performance Management Cycle and appropriate action is taken accordingly.

2.3.3 Correct Application of Performance Management System

The HR Manager shall issue appropriate guidelines to ensure the correct application of the Performance Management at the Foundation with respect to the filling of Appraisal Forms for the different categories of employees, Performance Improvement Plans, Moderation Process for conflict resolution, Performance Management Appraisal process. In this connection, the HR Manager may be guided by the current Performance Management System prevailing in the public sector.

2.4 Retirement and Retirement Benefits

2.4.1 Gratuity on Retirement and on Demise of an Employee

- (a) Subject to any other gratuity payable by the Foundation, an employee on permanent contract of continuous employment for a period of 12 months or more shall be eligible for a gratuity where the employee:
 - (i) voluntarily retires on or after attaining the age of 60;
 - (ii) retires before attaining the age of 60, in accordance with any other relevant enactment or any agreement;
 - (iii) retires at the request of the employer on or after attaining the retirement age;
 - (iv) retires before attaining the age of 60, on grounds of permanent incapacity, duly certified by a Government medical practitioner, to perform his work;
 - (v) retires on grounds of incapacity to perform his normal work arising from injury sustained at work and where such incapacity is duly certified by a Government medical practitioner.
 - (vi) Notwithstanding any agreement or any provision to the contrary in any other enactment, an employer shall not require a worker to retire before the retirement age.
- (b) Following the demise of an employee, who has been in continuous employment for a period of not less than 12 months, a gratuity is payable to the late employee's legal heirs, irrespective of any benefits the legal

heirs may be entitled to under the National Pension Act or any other enactment.

- (c) The gratuity is payable in accordance with the relevant provisions of Workers' Rights Act 2019, as subsequently amended.

2.5 Resignation

An employee who intends to resign from the Foundation shall give reasonable notice in case of permanent contract, or notice as per the terms of the employee's fixed term contract, in writing to the Chief Executive Officer.

2.5.1 Benefits on Resignation

Subject to the Portable Retirement Gratuity Fund under the Workers' Rights Act 2019, as subsequently amended, an employee who resigns from the Foundation is not eligible for any retiring benefits but:

- (i) shall be eligible for passage benefits standing to the credit of the employee or cash in lieu thereof; and
- (ii) shall be eligible for refund of accumulated bank sick leave, where applicable.

2.5.2 Employee to Sign 'Declaration' on Resignation or Retirement

The Chief Executive Officer shall ensure that, on resignation or retirement, an employee who has had access to classified documents signs a declaration to the effect that the latter shall not reveal the contents of such documents to anyone outside the Foundation.

2.5.3 Notification of Resignation

The effective date of retirement or resignation of any employee from the Foundation shall be notified to the Board.

2.5.4 Certificate of Service

A Certificate of Service may, on application, be delivered to an employee when the latter leaves the Foundation (a pro forma is at **Appendix 4**).

2.5.5 Handing Over Arrangements before Retirement or Resignation

Where an employee is entrusted with financial, including storekeeping responsibilities, the Head of Department concerned or an officer designated by the latter shall ensure a proper handing over to be carried out before the employee's retirement or resignation takes place.

CHAPTER 3: DISCIPLINE, CONDUCT, ATTENDANCE, REPRESENTATIONS AND OTHER RELATED ISSUES

Section 1: Discipline

- 3.1.1 The Board shall exercise its powers in connection with the dismissal, the termination of appointment or other disciplinary actions on any employee at the Foundation in accordance with the provisions of these rules or such other rules as may be made from time to time by the Board by virtue of the provisions of the Workers' Rights Act 2019/Employment Relations Act 2008, as subsequently amended, or any other labour legislation.
- 3.1.2 Management shall ensure that employees are aware of the standards that are expected of them in the performance of their duties within established goals and objectives of the Foundation and that every employee has access to an up-to-date set of rules and orders of instructions which apply to them.
- 3.1.3 Employees should, in the performance of their duties, work as a team and demonstrate a high degree of professionalism. They should comply with the lawful and reasonable directions given by the Foundation.
- 3.1.4 Disciplinary rules aim at encouraging employees to conform to acceptable and reasonable standards at the workplace. Failure of an employee to obey an instruction to comply with any of the established rules and regulations of the Foundation, or with such instruction as may be issued from time to time by the Chief Executive Officer, shall be construed as an act of misconduct that may render the employee liable to disciplinary action.

Section 2: Conduct

- 3.2.1 An employee should always maintain good conduct and discipline to project a good image of the Foundation.
- 3.2.2 An employee should refrain from any conduct that may adversely affect or impair: (a) the name and good reputation of the Foundation.

- (b) sound working relations or conditions within the Foundation.
- (c) the development of team spirit, collaboration and mutual assistance.

3.2.3 Any employee in contravention of the above rules or the law may be subject to disciplinary action being initiated against the latter and following a conviction of the employee by a court of law, the Board shall take any action it thinks necessary against the employee.

Section 3: Disciplinary Procedures

3.3.1 Suspension

- (a) Where the Chief Executive Officer considers that the interest of the Foundation requires that an employee should instantly cease to perform the functions of his/her office, the former may suspend the employee from the exercise and functions of his/her office after the employee is informed of the reasons thereof and after obtaining the approval of the Board if:
 - (i) the disciplinary proceedings on account of the employee's alleged gross misconduct or poor performance are being taken; or
 - (ii) criminal proceedings are being instituted against the employee,
- (b) An employee who is under suspension shall be eligible for basic salary, excluding benefits, pending the conclusion of the proceedings taken against the latter.
- (c) Where an employee who is under suspension is acquitted of a criminal charge in any court, the latter shall be reinstated with the approval of the Board, and where further proceedings are instituted against the employee under sub-section 3.3.7 (proceedings after acquittal on criminal charge), suspension, if that course is decided upon, shall not have effect from any earlier date than that on which the new proceedings are instituted.

3.3.2 Disciplinary Proceedings (Performance and Conduct-Related Disciplinary Actions)

3.3.2.1 Minor Cases of Misconduct/Shortcomings in Performance

- (a) Where an employee's performance or conduct is reported to be unsatisfactory, the immediate supervisor may after having convened the employee, in the first instance, give necessary counselling and training for the latter to improve or give an oral warning as appropriate.
- (b) For repeated instances of unsatisfactory performance or conduct, the Head of Department concerned may, after giving the employee an opportunity for making his/her defence (to be put on record), administer a warning, drawing at the same time the employee's attention in writing to any eventual disciplinary action which will be taken if there is no improvement in the latter's performance and conduct.
- (c) If despite previous warning(s), there is no improvement in the work and conduct of an employee, the HR Manager, after having made arrangements for the employee to be given a fair hearing through an ad-hoc committee constituting of three persons, may subject to the approval of the Chief Executive Officer inflict upon the employee any of the following sanctions on ground of unsatisfactory service or conduct:
 - (i) Deferment of Increment;
 - (ii) Stoppage of Increment for a period not exceeding one year.
- (d) Where any stoppage or deferment of increment is recommended to be continued beyond one year, the matter shall be referred to the Board for its decision.

- (e) The Chief Executive Officer may deduct from the salary of an employee who is consistently late for work an amount representing the number of work hours lost over a period of one month.
- (f) All warnings, written or oral, will be filed in the employee's Personal file by way of a copy or a note thereof, and the employee be informed of his/her right to appeal against the decision to the Board within fourteen (14) days as from the date of notification.
- (g) If the Chief Executive Officer deems it appropriate, the latter may inform the Board of any action taken.

3.3.2.2 Serious Act of Misconduct

- (a) Where an employee has been reported by any of the Head of Department concerned to have committed a serious act of misconduct (e.g. gross misconduct or negligence of duty), the Chief Executive Officer shall carry out a preliminary investigation within ten (10) days from the date on which the employee becomes aware of the misconduct.
- (b) A serious misconduct may inter-alia include serious insubordination, grossly inefficient job performance, unacceptable personal conduct which may be job-related or when off duty, misuse of the organisation's property or name, bringing the employer/organisation into serious disrepute, serious incapacity due to alcohol or illegal drug use, serious negligence which may cause unacceptable loss/damage/injury, serious infringement of health and safety rules, serious breach of confidence and sexual harassment.
- (c) The Chief Executive Officer shall then, within ten (10) days of the day on which the latter becomes aware of the allegations/misconduct, forward to the employee a statement of the charge or charges against the latter through a notification letter, and shall be given a delay of seven (7) days, following the date of that letter, to answer any charges levelled against the employee.

- (d) Where the Chief Executive Officer considers that the proposed disciplinary proceedings against an employee on the ground of gross misconduct or negligence of duty which, if proved, would justify his/her summary dismissal/dismissal from the Foundation, the Chief Executive Officer shall seek legal advice on the terms of the charge or charges to be preferred against the employee. The employee shall be informed accordingly when being asked to give explanations as provided in sub-section 3.3.2.2(c) above.
- (e) If the employee does not furnish a reply within the specified period, or, in the opinion of the Chief Executive Officer, fails to exculpate himself/herself, the Chief Executive Officer shall forward to the Board a report on the case together with copies of the charge or charges, the employee's reply, if any, and the Chief Executive Officer's own comments thereon.
- (f) If the Board, after considering the report, is of opinion that the matter warrants further disciplinary proceedings, it shall appoint an ad-hoc Disciplinary Committee to hear the case within twenty one (21) days of the date of notification of the alleged charges, or forthwith if disciplinary action leading to dismissal is being contemplated. The Disciplinary Committee shall proceed as set out in sub-section 3.3.3 below.
- (g) The same disciplinary procedures, as spelt out above, shall follow where:
 - (i) In a criminal case, the Director of Public Prosecution does not advise a prosecution but advises that action at departmental level should be taken against an employee [refer to sub-sections 3.3.4(a) and 3.3.4(b)]
 - (ii) Proceedings after acquittal on a criminal charge are warranted as set out under sub-section 3.3.6.

3.3.3 Disciplinary Committee

- (a) The Disciplinary Committee shall be constituted by the Board on an ad-hoc basis, and comprising of three persons, of whom the Chairman should have a legal background.
- (b) The Board while appointing the Disciplinary Committee to inquire into a case shall have due regard to the status of the employee and the gravity of the alleged charge or charges.
- (c) The Disciplinary Committee shall inform the employee against whom disciplinary action is being contemplated of the whole case against the latter including the charges put up.
- (d) The Disciplinary Committee shall inform the employee that, on a specified date and time, the charges preferred against the latter will be investigated and that he/she will be required to appear before it for defence.
- (e) The Disciplinary Committee shall ensure that the employee is allowed every opportunity of making his/her defence and, in that connection it:
 - (i) may summon all persons whom it believes could give evidence on the matter at issue;
 - (ii) shall allow the employee to be represented by a union representative and/or by a legal practitioner or an officer from the Ministry of Labour to assist the employee;
 - (iii) shall give the employee or the latter's union representative and/or legal practitioner an opportunity of putting questions to the witnesses if and when these witnesses are examined;
 - (iv) shall ascertain that no documentary evidence is used against the employee unless the latter has previously been supplied with a copy thereof or given access thereto.

- (f) Where delay is extended by agreement of both parties, the Committee shall complete the disciplinary hearing within thirty (30) days of the first oral hearing or not later than sixty (60) days after the first oral hearing.
- (g) The Committee shall submit to the Chief Executive Officer its report which (together with the record of the charge or charges preferred, the evidence led, the defence and other proceedings relevant to the inquiry) shall include:
 - (i) a statement whether, based on the Committee's findings, the employee has or has not committed the offence charged with and a brief statement of the reasons for their stand;
 - (ii) details of any matters which, in the Committee's opinion may aggravate or alleviate the gravity of the case;
 - (iii) a summing up and such comments as will indicate clearly the Committee's findings on the matter under inquiry.
- (h) Where the dismissal from the Foundation is contemplated, the Disciplinary Committee shall submit its report to the Chief Executive Officer. Where the Foundation decides to terminate the employment of the worker following the Disciplinary Committee, the worker should be notified of the decision not later than 7 days after the completion of the hearing (Section 64 of the WRA 2019). In all other cases, the Committee, as far as is reasonably practicable, shall submit to the Chief Executive Officer its report within a period not exceeding three months as from the date of the Committee's appointment.
- (i) The Chief Executive Officer shall, after considering the report of the Disciplinary Committee, recommend the form of sanction to be inflicted upon the employee, if any, except for that of dismissal which shall rest solely with the Board.
- (j) The Board on consideration of the report of the Disciplinary Committee may, if it is of the opinion that the report should be amplified in any way

or that further investigation is desirable, refer the matter back to the Disciplinary Committee for further investigation and report.

- (k) Subject to sub-section 3.3.9(b), the Board shall, after considering the report of the Committee, determine the sanction, if any, which should be inflicted on the employee concerned.
- (l) The Chief Executive Officer shall inform in writing the employee of the sanction to be inflicted upon the latter while drawing attention to the right of appeal as set out in sub-section 3.3.10.

3.3.4 Criminal Offence - Procedure When a Criminal Offence may have been Committed

- (a) Where a preliminary investigation or a disciplinary inquiry discloses that an offence against any law may have been committed by an employee, the Chief Executive Officer shall forthwith refer the case to the Commissioner of Police for necessary action.
- (b) Where the Commissioner of Police has informed that the Director of Public Prosecutions does not advise a prosecution but advises that disciplinary action at departmental level should be taken against the employee, the Chief Executive Officer shall institute disciplinary proceedings against the employee in accordance with sub-section 3.3.2.2.
- (c) Where the Director of Public Prosecutions advises prosecution before a court of law, the Chief Executive Officer shall forthwith report the matter to the Board with a statement/an opinion as to whether the employee has or should be suspended from the exercise of the powers and functions of his/her office, and following the verdict of the court, the matter shall be dealt with as provided under sub-section 3.3.6 (Proceedings after acquittal on criminal charge) or sub-section 3.3.7 (Procedure on criminal conviction), as the case may be.

3.3.5 Disciplinary Proceedings to await Conclusion of Criminal Proceedings

No disciplinary proceedings against an employee upon any ground involved in a criminal charge shall be taken until the conclusion of the criminal proceedings and the determination of any appeal, provided that nothing in this regulation shall be construed as prohibiting or restricting the Chief Executive Officer to suspend such employee.

3.3.6 Proceedings after Acquittal on Criminal Charge

- (a) An employee acquitted of a criminal charge in any court shall not be dismissed or otherwise punished on any charge or charges upon which he has been acquitted, but nothing in this regulation shall prevent his being dismissed or otherwise punished on any charge or charges arising out of his conduct in the matter, provided that upon legal advice received the view is taken that they do not raise substantially the same issue as that on which he has been acquitted, and, if the Board thinks it fit, proceedings under subsection 3.3.3 of these regulations may be taken for the purpose.
- (b) In all cases in which an employee is acquitted of a criminal charge in any court, the Chief Executive Officer shall inform the Board of the judgment of the court, and the employee shall be reinstated subject to the approval of the Board.

3.3.7 Procedure on Criminal Conviction

- (a) Where an employee is found guilty in any court of a criminal charge likely to warrant disciplinary proceedings, the Chief Executive Officer shall forthwith forward to the Board a copy of the charge or charges and of the judgment and of the proceedings of the court, if they are available, followed by a recommendation of his/her own.
- (b) The Board shall determine whether the employee should be dismissed or subjected to some lesser disciplinary sanction without referring to any of the disciplinary proceedings prescribed in this Manual, provided that

the decision for dismissal should be taken not later than seven (7) days after the date of notification of the judgment of the Court to the Board.

3.3.8 Disciplinary Proceedings Subsequent to a Conviction of Minor Offences under the Road Traffic Act

Disciplinary proceedings subsequent to a conviction in a court of law, shall not normally be taken in respect of minor offences under the Road Traffic Act, as subsequently amended, or minor offences not entailing fraud or dishonesty or those not related to an employee's employment.

3.3.9 Sanctions following Disciplinary Proceedings

- (a) The following sanctions may be inflicted by the Chief Executive Officer on an employee as a result of disciplinary proceedings as mentioned in the preceding section:
 - (i) deferment of increment for a period not exceeding one year; and
 - (ii) stoppage of increment for a period of one year.
- (b) The following sanctions can only be inflicted by the Board subsequent to the findings of a Disciplinary Committee and the recommendations of the Chief Executive Officer thereon with respect to an employee against whom a disciplinary action has been initiated:
 - (i) suspension from work without pay for a period not less than one day and more than four days;
 - (ii) termination of a contract with the appropriate notice or payment of salary in lieu thereof (applicable to fixed term contract); and
 - (iii) summary dismissal.
- (c) No disciplinary sanction shall be inflicted on any employee which would be contrary to any enactment.

3.3.10 Right of Appeal

- (a) An employee aggrieved by a disciplinary action taken against the latter by:
- (i) the Head of Department concerned; or
 - (ii) the Chief Executive Officer,
- may appeal to the Chief Executive Officer or the Board, as applicable. The Chief Executive Officer [applicable to a(i)] or the Board [applicable to a(ii)] may approve, vary or remit the sanction, provided that the appeal is made through the HR Manager within 14 days from the date the employee acknowledges receipt of the letter.
- (b) An employee aggrieved by the decision of the Board to inflict upon him/her a sanction may appeal to the Board through the Chief Executive Officer for a review of its decision provided this is done within 14 days of the notification of the sanction and new arguments are put forward to support his/her appeal.
- (c) The employee shall be informed of the results of the appeal in writing.
- (d) Nothing shall prevent an employee to appeal against a decision of the Board in a court of law.

Section 4: Attendance and Dress Code at Work

3.4.1 Attendance – Working Week and Hours of Work

Unless otherwise stated, the normal working week for all employees shall be on a five-day week basis and hours of work shall be as set out in Table 1 below:

Table 1: Work Week and Hours of Work

SN	Category	Employees in Mauritius	Employees in Rodrigues
1	Administrative/Field Staff	<u>Monday to Friday:</u> 08.45 a.m. to 04.00 p.m. (45 mins for lunch)	<u>Monday to Friday:</u> 08.00 a.m. to 03.15 p.m. (45 mins for lunch)

2	Staff of the Multi-Purpose Unit (MPU)	<u>Monday to Friday:</u> 08.00 a.m. to 04.30 p.m. (45 mins for lunch)	Not applicable
3	Office Attendant/Drivers	<u>Monday:</u> 07.30 a.m. to 05.00 p.m. (45 mins for lunch) <u>Tuesday to Friday:</u> 07.30 a.m. to 04.45 p.m. (45 mins for lunch)	<u>Monday to Friday:</u> 07.30 a.m. to 04.00 p.m. (45 mins for lunch)
4	Other Minor Grades Employees	same as SN 3 above	Not applicable
5	Attendant/Cleaner	Not applicable	<u>Monday to Friday:</u> 07.30 a.m. to 03.00 p.m. (45 mins for lunch)

3.4.2 Recording of Attendance

- (a) Employees are required to record their attendance using the Electronic Attendance System (card/fingerprint/other), hereinafter referred to as EAS, located at the appropriate place(s) as identified by the Foundation and the Attendance Card (applicable to field staff).
- (b) It is the responsibility of each employee to make use of the EAS to record the time of arrival and departure, failing which the employee will be considered as being absent without authorisation.
- (c) Under other acceptable and exceptional circumstances and in case of any malfunction of the EAS or the employee's card/fingerprint not being recognised, the latter should record his/her time of arrival and departure in an Attendance Register as designated by the HR Department and inform the latter for corrective action with respect to the EAS.
- (d) Employees will be informed on a monthly basis of their late arrivals and/or authorised early departures that will be aggregated over a period of four months, and offset against the employee's leave entitlement.

3.4.3 Movement of Staff

- (a) Employees are required to record all their movement away from office during working hours in a Movement Book/Attendance Card as designated by the HR Department.
- (b) Employees who are required to attend a site visit/meeting/official function before coming to office shall record the time of arrival to office on the EAS and insert an appropriate entry in the Movement Book/Attendance Card.
- (c) Employees who are required to leave office early to attend a site visit/meeting/official function and who are not expected to return to office or who return to office before the normal departure time from work, shall make an entry in the Movement Book/Attendance Card and record the time of departure from office on the EAS, as applicable.
- (d) Employees who have to be away from office to attend full-day(s) site visit/meeting/official function(s), on resuming duty, shall make an appropriate entry in the Movement Book/Attendance Card.
- (e) Employees should ensure that, where applicable, all their movement mentioned in the Movement Book/Attendance Card have obtained prior approval from their Head of Department or Supervisor.
- (f) Backdated entries in the Movement Book/Attendance Card, other than those mentioned at sub-section 3.4.3 (d) above, shall not be accepted.
- (g) Employees shall be required to provide written explanations in case of any anomaly noted between their attendance and entries in the Movement Book/Attendance Card.

3.4.4 Flexible Hours of Attendance

- (a) For administrative and field staff operating on a five-day week basis, i.e. Monday to Friday and from 8.45 a.m. and 4.00 p.m., and any such other grade as may be determined by Management, attendance between 8.45

a.m. to 9.15 a.m. shall not be considered as lateness, subject to the provisions in sub-section 3.4.5 (a) and 3.4.5 (b).

- (b) In the same perspective, refund of lateness shall be allowed by working beyond 4.00 p.m. and up to 4.30 p.m., subject to exigencies of the service.
- (c) Late arrivals cannot be compensated by working after 4.30 p.m., exception made for senior employees who are not eligible for overtime or overtime at reduced rate or special duty allowance, as provided under Section 2 of Chapter 5 of this Manual.

3.4.5 Attendance – Other Issues

- (a) Periods of lateness in attending duty after the prescribed time or after 9.15 a.m. for employees on flexible hours of attendance, excess time taken for lunch and absences during normal hours of work without authorisation shall be deducted from the annual leave entitlement of the employee, in the first instance;
- (b) For habitual latecomers who reckon periods of persistent lateness after 9.15 a.m., excessive absences during normal working hours and excessive time taken for lunch, the Chief Executive Officer may then initiate action for the duration of the lateness over a period of one month to be deducted from the employee's salary.
- (c) In the application of sub-section 3.4.5 (b), habitual latecomers are defined as those employees attending work regularly after 9.15 a.m. for at least 5 days each month over a period of 3 consecutive months.
- (d) No change in hours of work shall be made except with the approval of the Board and upon recommendation of the Chief Executive Officer;
- (e) An employee working on a five-day week basis may be required to attend duty on Saturdays, Sundays and Public Holidays, as and when necessary, against grant of time-off or payment of overtime, subject to eligibility.

- (f) Head of Departments must ensure that employees under their supervision attend duty on time.
- (g) Except with the permission of the Chief Executive Officer or of any other Head of Department acting on behalf of the former, no employee shall leave the office premises during working hours.

3.4.6 Work on Cyclone Day and Overtime

Where an employee is required to exceptionally work on an officially declared cyclone day or any other calamity day, the latter shall, subject to eligibility, be entitled for overtime to be remunerated at overtime rates, else be entitled to the grant of time-off.

3.4.7 Protocol on Heavy Rainfall

In times of heavy rainfall or localised heavy rainfall, the protocol issued by the authority concerned shall be applied.

3.4.8 Attendance at work after lifting of a Cyclone Warning

An employee shall attend duty as soon as a cyclone warning class III or IV is officially lifted, provided this is done before 10.00 a.m., and subject to public transport being available.

3.4.9 Dress Code at Work

Except where otherwise authorised, an employee may adopt the following dress code: -

- (i) Coat and tie;
- (ii) Plain-coloured, open-necked shirts worn with trousers;
- (iii) Plain-coloured bush-shirts worn with trousers;
- (iv) As per an approved set of uniform at the Foundation.
- (v) Jeans and T-shirt are allowed on Friday and on field.

3.4.10 Suspected/Detected COVID-19 cases at the Foundation

In the event of a suspected/detected case of Coronavirus (COVID-19) at the Foundation, the protocol issued by the concerned Authority for the public sector may serve as a guidance by the HR Manager for application at the Foundation, subject to the approval of the CEO.

Section 5: Civic Rights of Employees

3.5.1 Civic Rights

An employee:

- (a) has the right of freedom of thought and opinion;
- (b) has the right to his/her own political views and to vote;
- (c) shall not hold office in any political organization or take any active or prominent part in any political organization;
- (d) shall show reserve and discretion in political controversies;
- (e) shall bear in mind that he/she is expected to give loyal and disinterested service to the organisation; and
- (f) shall not write letters to the press, publish books or articles or circulate leaflets or pamphlets on political matters;

3.5.2 An employee who participates in any illegal public meeting or procession may, in addition to the penalties prescribed by law, be liable to disciplinary action by the Foundation.

Section 6: Strikes

3.6.1 An employee shall be conversant with the Employment Relations Act 2008 which makes provision for the promotion of harmonious employee relations and the orderly settlement of labour disputes.

3.6.2 Absence from work on account of an unlawful strike may be considered as absence without authorisation and may entail disciplinary action against the employee under the Regulations.

3.6.3 Where, for administrative reasons, the salary or wages of an employee in respect of any day during which he takes part or assists in a strike cannot be deducted from his salary or wages in the month in which the strike takes place, the deduction shall be effected in the following month or at the earliest convenient opportunity.

Section 7: Confidentiality/Security

3.7.1 (a) An employee excluding those of the minor grades shall sign a “Declaration Form on Joining the Foundation” due to the possibility of being privy to information which is confidential and/or intended for the organization use only.

(b) An employee who has had access to “classified documents” shall sign a “Declaration Form on Leaving the Foundation”.

(c) The “Declaration Form” shall be kept in the Personal File of the employee.

(d) The employee concerned is required to maintain any privileged information in strict confidence.

3.7.2 This section shall, unless otherwise expressly provided, apply equally to all information and material emanating from official sources, whether or not such information or material is “classified”.

3.7.3 The security classification of a document shall be clearly indicated at the centre of the top and bottom of every page, preferably in red.

3.7.4 Any document emanating from any official source is the property of the organization and may not be disclosed to any person working outside the organisation without the approval in writing of the Chief Executive Officer.

3.7.5 No employee shall, unless the latter is specifically authorised to do so, communicate directly or indirectly to the written or spoken press or to any other person outside any information to which the employee has had access by virtue of his/her official position.

3.7.6 No employee shall give broadcast talks on any subject which may properly be regarded as of a political or administrative nature unless the latter has obtained the prior permission of the Chief Executive Officer.

3.7.7 No employee shall:

- (a) communicate the intentions of the organisation without specific directions to that end;
- (b) disclose, unless directed to do so, that the organization proposes to adopt any particular course of action or that any particular rules and regulations will be introduced; and
- (c) disclose to any person outside the Foundation that any matter has been or is to be put before the Board.

3.7.8 (a) The Chief Executive Officer may designate any employee from among his/her staff to act as Security Employee for maintaining a proper standard of security in the organization.

- (b) An employee shall ensure that official information and material do not come to the knowledge of any unauthorized person. No employee shall discuss official matters in any place where he/she may be overheard by any unauthorized person.
- (c) Irresponsible talk and careless handling of official papers which might lead to a breach of security shall be reported at once to the Security Employee and the Chief Executive Officer.

3.7.9 No employee shall have access to records relating to himself/herself, or in any circumstances, take copies of either minutes or correspondence contained in such records.

3.7.10 Any employee, who takes copies of official documents for private purposes, may be liable to disciplinary action.

Section 8: Representations

3.8.1 (a) If any employee is dissatisfied with his/her conditions of service or has any representations to make on any matter connected with the employment, the latter may make representations directly or through the union representative to the Chief Executive Officer. Any such representation shall be through the Head of Department concerned.

(b) The Chief Executive Officer may convene a meeting for clarification/discussion purposes.

(c) A formal reply will be made to the plaintiff.

(d) Any employee, who is aggrieved by the decision of the Chief Executive Officer on any representation submitted in accordance with sub-section 3.8.1 (a), may appeal to the Board through the Chief Executive Officer, who shall submit the appeal to the Board along with the employee's report and comments of the Chief Executive Officer thereon. This appeal should be made within 21 days of the notification of the Chief Executive Officer's decision on the employee's representation.

(e) Nothing in the foregoing shall be construed as restricting the right of any employee to have recourse to the Industrial Court, the Ministry of Labour and Industrial Relations, the Conciliation and Mediation Commission or any other Court of law or any other appropriate instances if he/she wishes to do so.

3.8.2 Anonymous Representations

Anonymous representations shall not, as a rule, be considered.

Section 9: Private Work and Private Investment

3.9.1 The whole time of an employee is at the service of the Foundation and he/she is not permitted to undertake private work for reward except as provided for in subsection 3.9.2.

3.9.2 An employee may, subject to the recommendation of the Chief Executive Officer and approval of the Board, be authorised to undertake private work, where the work:

- (a) is performed outside his official working hours, and has no adverse effect on his official position/duties, or
- (b) does not related to trading or commercial activities.

3.9.3 The Chief Executive Officer may, where the latter considers it necessary, request an employee to declare any interest, direct or indirect, he/she may possess in any undertaking or concern.

3.9.4 The express permission of the Board is required for an employee to acquire investments which the latter thinks might be in real or apparent conflict with his/her official duties.

3.9.5 No private transactions whether or not of a commercial nature shall be carried out on the premises of the Foundation.

3.9.6 No employee shall use the official address or E-mail of the Foundation for his/her private transactions.

Section 10: Irregularities and Fraud

3.10.1 Irregularity affecting cash and stores

- (a) Where any loss, fraud, theft or irregularity affecting cash, goods, stamps, counterfoil forms, ledgers, etc. of the Foundation is discovered, the matter shall immediately be made known by the employee in charge of

such cash, goods etc. to the Chief Executive Officer who, in turn, shall inform forthwith the Board.

- (b) The HR Manager will, under the supervision of the Chief Executive Officer, conduct appropriate investigation and initiate disciplinary action, if any.

3.10.2 No hiding of any loss or fraud

The hiding of a loss or fraud of any kind shall be the object of severe disciplinary action against the employee concerned.

3.10.3 Use of stationary, equipment etc.

Any unauthorized use of the stationary, equipment, machinery, etc. of the Foundation shall render the employee concerned liable to disciplinary proceedings.

Section 11: Disclosure of Interest

3.11.1 An employee shall, on his/her appointment and during the course of the latter's employment, disclose to the Board detailed particulars of any direct or indirect interest in any company or other body which has dealings with the Foundation.

3.11.2 Where the Board considers that by reason of the particulars disclosed, the employee's interest might be brought into conflict with the latter's duties or might in any way influence the employee in the discharge of his/her duties, it may require the employee to divest himself/herself of his/her interest within such period as it may determine.

CHAPTER 4: LEAVES AND PASSAGE BENEFITS

Section 1: Leaves

4.1.1 Leave - General

- (a) Leave is granted subject to exigencies of the service.
- (b) An employee who absents himself/herself from duty without permission or who, without reasonable excuse, fails to resume duty in time shall be regarded as being absent without authorisation.
- (c) All cases of absences without authorisation shall be on no pay.
- (d) Prolonged absence of an employee without authorisation may lead to the termination of the contract of the latter.

4.1.2 Leave Abroad

An employee who intends to spend his/her leave abroad must inform the Chief Executive Officer accordingly and give the contact details i.e. E-mail or postal address at which the employee may be contacted.

Section 2: Annual Leave

4.2.1 Purpose of Annual Leave

Subject to sub-section 4.2.2 (h), Annual Leave is meant to:

- (a) permit an employee to have brief absences for recreation/vacation; or
- (b) allow him to attend to urgent personal affairs, including religious obligations.

4.2.2 Eligibility

- (a) An employee on contract appointment shall be entitled, during a period of 12 months service, to 22 working days annual leave on full pay.
- (b) The annual leave period for employees on fixed term contract shall be the contract year whereas those on permanent term contract, shall be

the calendar year. However, an employee who is placed on a permanent contract on a date in the course of the calendar year shall be eligible for annual leave on a pro-rata basis for that given year.

- (c) Except in exceptional circumstances supported by valid reasons, annual leave may be taken at a stretch for a maximum of five (5) working days, subject to the approval of the Head of Department or Chief Executive Officer, as applicable.
- (d) Where the Head of Department and the employee are unable to agree as to when the leave is to be taken, half of the leave period shall be fixed by the Foundation and the other half by the employee.
- (e) Application for annual leave should be made on the prescribed form of the

Foundation (**Appendix 4**) and submitted through the immediate Supervisor/Head of Department well in advance (at least seven days' notice for leave up to three days and at least fifteen days' notice for leave exceeding three days).

- (f) An employee shall obtain prior approval before proceeding on leave. In cases of application for annual leave taken without prior approval on ground of unforeseen circumstances, the Chief Executive Officer should satisfy himself/herself of the reasonableness of the ground prior to approving such leave, otherwise it should be reckoned as unauthorised absence and will be on no pay.
- (g) Annual leave should normally be taken in the contract year or calendar year it falls due. However, an employee who has not taken or been granted any of the annual leave to which the latter is entitled, shall be paid a normal days' salary in respect of each day's leave still due to the employee at the end of the contract year or calendar year, as applicable.
- (h) An employee on permanent-term contract may, in lieu of cash, carry forward to the following two years any quantum of annual leave not

taken. At the end of that period of two years, any outstanding annual leave shall be cashed.

- (i) Where an employee is retiring or on the death of an employee any Annual Leave taken in excess of the entitlement for the period that the employee has served the NEF, shall not be deducted from his retirement benefit/gratuity on death or other dues.

Section 3: Sick Leave

4.3.1 Sick Leave

- (a) Where an employee is absent from duty on account of illness, the absence of the latter, when approved, shall be reckoned against the employee's sick leave entitlement.
- (b) The sick leave entitlement is 15 working days' sick leave on full pay every calendar year (for employees on permanent-term contract) or every contract year (for employees on fixed-term Contract);
- (c) Bank of sick leave – applicable to permanent-term contract employees:
 - (i) untaken sick leave is accumulated in a bank of sick leaves up to a maximum of 90 working days;
 - (ii) when the 'bank' maximum has been reached, unutilised sick leave at the end of the year, out of the entitlement of 15 working days, up to a maximum of five unutilised sick leave should be paid in cash at the rate of 1/22 of monthly salary for each sick leave;
 - (iii) where an employee has exhausted the yearly sick leave entitlement and has thereafter been granted sick leave;
 - 1. for time wholly spent in a hospital, or other medical institution,

or;
 - 2. for convalescence purposes after discharge from hospital or
 - a. other medical institution,

such additional sick leave duly certified by a medical practitioner may be deducted from the bank of sick leaves of the latter and shall be on full pay.

- (iv) Any period of illness abroad, on expiry of any period of leave, is deemed to be without pay. However, any period of hospitalisation is reckoned against the employee's sick leave entitlement or bank of sick leaves subject to the production of documentary medical evidence and approval of the Chief Executive Officer.
- (v) In critical cases, an employee who is abroad and is not in a position to travel back due to convalescence, rehabilitation or any other genuine medical reasons and irrespective of whether the employee has been hospitalised or not, may be granted sick leave against his/her entitlement, on a case to case basis, upon production of documentary medical evidence and approval of the Chief Executive Officer.
- (vi) Consideration may be given, on a case to case basis, to grant sick leave to employees on production of documentary medical evidence, as approved by the medical authority/institution certifying that they should proceed abroad for medical treatment not available locally even though no hospitalisation is warranted and subject to the approval of the Chief Executive Officer. Any such leave granted to an employee shall be against the sick leave entitlement or bank of sick leave of the latter.
- (vii) Where an employee is retiring or on the death of an employee any Sick leave taken in excess of the entitlement for the period that the employee has served the NEF, shall not be deducted from his retirement benefit/gratuity on death or other dues.

4.3.2 Employee to Report Absence when Sick

- (a) An employee who is absent from duty on account of illness, except when the Foundation is aware of the nature of the illness, shall report forthwith such absence to his/her immediate Supervisor by telephone, registered letter, e-mails or through immediate relatives.
- (b) The employee shall state in a letter of absence, which should be submitted on the same day of resumption of duty (by 10.00 am at latest) stating the nature of the illness so as to avoid delay in considering the grant of leave.

4.3.3 Absence beyond Three Consecutive Working Days

- (a) Where an employee is absent from duty on account of illness for more than three consecutive working days, the latter shall furnish a certificate from a medical practitioner, showing:
 - (i) the date of its issue;
 - (ii) the nature of the illness from which the employee is suffering;
 - (iii) the number of days of sick leave recommended; and,
 - (iv) the name of the treating medical practitioner.
- (b) Such a certificate shall reach the Chief Executive Officer through the Supervisor/Head of Department on the fourth day of absence, failing which the employee may be regarded as being on sick leave without pay.
- (c) A medical certificate referred to in sub-section 4.2.5 (a) shall not be valid in respect of any period exceeding three (3) days before the day on which it is issued. In such case, the sick leave taken shall be on no pay.
- (d) Deduction from salary, on account of unauthorised absence or sick leave without pay, shall be made in the ensuing month.

- (e) Where the employee is admitted to a hospital or other medical institution, the latter shall submit the medical certificate within three (3) days of discharge from the hospital or medical institution.

4.3.4 Production of Medical Certificate at any Time

- (a) Notwithstanding sub-section 4.3.3, the Chief Executive Officer may, if malingering is suspected, require an employee to submit a medical certificate for any absence on ground of illness, even if that absence is less than four working days.
- (b) The Chief Executive Officer may, at the expense of the Foundation, cause an employee who is absent on ground of illness to be examined by a medical practitioner as designated by the Foundation. The HR Manager will make arrangements accordingly.
- (c) Where an employee is required to attend a medical examination under subsection 4.3.4 (b), the Foundation shall, at its own expense, provide free transport to the employee to attend the medical examination.
- (d) Where an employee falling under subsection 4.3.4 (b) and is bedridden, the Chief Executive Officer may, with the consent of the employee, arrange for the medical examination to be held at the place of residence of the employee.
- (e) A medical certificate shall however be produced for even one day's sick leave during any strike period.

4.3.5 Abuse/ Malingering of Sick Leave

Where abuse/malingering of sick leave is suspected, the HR Manager shall provide the necessary counselling to the employee concerned and draw the attention of the latter on the consequences of such a conduct which may lead to termination of contract or other disciplinary action, as applicable.

Section 4: Vacation/ Maternity/ Paternity/ Adoption/ Injury/ Special Leaves

4.4.1 Vacation Leave (Applicable to employee on Permanent-Term Contract)

- (a) An employee who remains in continuous employment at the Foundation for a period of at least 5 consecutive years shall be entitled to 30 days' vacation leave with full pay for every period of 5 consecutive years of service, to be spent abroad, locally, or partly abroad and partly locally.
- (b) Any subsequent eligibility period of 5 consecutive years shall be computed after the employee resumes work at the Foundation after the latter's vacation leave under sub-section 4.4.1 (a).
- (c) The vacation leave shall be deemed to constitute attendance at work and shall not be cumulative.
- (d) For the purpose of sub-section 4.4.1 (a), the computation of the period of 5 consecutive years shall start as from the 24 October 2019 in accordance with the Workers' Rights Act 2019, as subsequently amended.

4.4.2 Maternity Leave

- (a) Quantum of Maternity leave:
 - (i) A female employee, whether appointed on fixed term or permanent contract, shall be granted in the event of a confinement 14 weeks' maternity leave on full pay. The relevant medical certificate should be produced to that effect.
 - (ii) Any leave in excess of 14 weeks' maternity leave shall, on production of medical certificate, be considered as sick leave against such leave entitlement.
 - (iii) A maximum of 7 weeks' leave out of the 14 weeks' entitlement may be granted as maternity leave before confinement.
- (b) Where a female employee gives birth to a still born child, she shall, upon production of a medical certificate, be entitled to 14 weeks' leave on full pay.

- (c) Where a female employee suffers a miscarriage, which is fully certified by a medical practitioner, she shall be entitled to 3 weeks' leave on full pay immediately after the miscarriage.
- (d) A pregnant women employee may, on application, be granted time-off for pre-natal treatment, which shall be reckoned against her annual leave entitlement.
- (e) A female employee, for the purpose of nursing her unweaned child, is entitled to 2 breaks of half hour each or 1 break of one hour, at a time convenient to her and having regard to the needs of the child. This entitlement is for a period of 6 months from the date of confinement or such longer period as a medical practitioner may recommend, and the period of the break shall not be deducted from the number of hours of work of the employee.
- (f) A female employee is eligible for six weeks' special leave in addition to her maternity leave in case of giving birth to twins or more in one confinement.
- (g) A female employee who reckons twelve (12) consecutive months of service and who gives birth to a child shall, on production of a medical certificate, be paid, within 7 days of her confinement, a maternity allowance, in such amount as specified in the Fourth Schedule of the Workers' Rights Act 2019, as subsequently amended.

4.4.3 Adoption Leave

A female employee holding a permanent-term contract and reckoning at least 12 months' continuous service who adopts a child less than 12 months old shall, on production of a certified copy of the relevant Court Order and a copy of the act of birth of the child, be entitled to 14 weeks' leave on full pay.

4.4.4 Paternity Leave

- (a) Where the spouse of a male employee who is on the continuous employment for a period of 12 consecutive months, gives birth to a child, the male employee shall be entitled to paternity leave of 5 continuous working days on full pay, subject to him producing the relevant medical evidence.
- (b) The paternity leave shall begin within 2 weeks from the date of birth of the child.
- (c) A male employee who is not on the permanent contract of employment and who reckons less than 12 months service shall be entitled to paternity leave of 5 continuous working days without pay.

4.4.5 Special Leave

An employee shall, after 12 months service, be entitled to:

- (a) 6 working days' special leave on full pay on the occasion of the celebration of first civil or religious marriage of the employee;
- (b) 3 working days' special leave on full pay on the occasion of the celebration of the first civil or religious marriage of the employee's son or daughter;
- (c) 3 working days' special leave on full pay on the death of the spouse, child, father, mother, brother or sister of the employee.

4.4.6 Injury Leave

Injury leave on full pay is granted to an employee who sustains an injury whilst on duty, which renders the latter's incapacity to perform regular duties for a specific period.

4.4.7 Injury Leave Entitlement

- (a) Subject to sub-section 6.3.2 to 6.3.4 relating to the Departmental Injury Committee, an employee holding a permanent-term contract and who is

injured on duty, shall be granted injury leave on full pay up to a maximum of 30 days;

- (b) The employee shall be granted sick leave in production of a medical certificate from an approved medical practitioner, pending the findings of the Departmental Injury Committee;
- (c) The leave at sub-section 4.4.7 (a) and 4.4.7 (b) above shall be granted, subject to the approval of the Chief executive Officer in the light of the findings of the Departmental Injury Committee.

4.4.8 Injury Leave Entitlement for Employees not holding a Permanent Contract

- (a) Employees not holding a permanent-term contract, shall be eligible for injury leave with pay up to a maximum of 15 days, although they have not completed one year's continuous service, provided they are in compliance with the provisions of the existing regulations and the conditions set out at sub-section 4.4.7 (a).

4.4.9 Family Responsibility Leave

An employee may be granted a maximum of 3 days to cater for absences where the latter has to look after the family such as sick child or elder parents. The employee should produce medical evidence of the same, especially for the second and third day of absence. The three days shall be reckoned against the annual leave entitlement of the employee.

4.4.10 Leave for Other Purposes

Request of an employee for leave to attend court, service as jurors or to participate in international sports events, shall be in accordance with relevant provisions of the Worker's Rights Act 2019, as subsequently amended.

4.4.11 Leave Without Pay

Upon the recommendation of the Chief Executive Officer and subject to the approval of the Board, an employee on permanent-term contract may be granted, on a case to case basis, leave without pay for a period of up to one year for medical or study

purposes and/or on humanitarian grounds. The relevant documentary evidence should be produced by the employee concerned to support any such application of the latter.

4.4.12 Leave for Revision and Examination Purposes

An employee who is following a self-financing course, whose examinations are conducted under the supervision of the Mauritius Examination Syndicate, is eligible, for revision and examination purposes, for a total of two weeks' leave on full pay for each calendar year or level of study up to a maximum of three (3) years.

Section 5: Passage Benefits

4.5.1 Grant of Passage Benefits

- (a) The grant of passage benefits is subject to funds being available for this purpose.
- (b) An employee, irrespective of the status of the latter's contract, shall earn passage benefits at the rate of 5% of his/her gross salary annually.

4.5.2 Passage Benefits Eligibility

No employee shall earn passage benefits in respect of any of the following periods:

- (a) sick leave in excess of 15 working days in any contract/calendar year;
- (b) Vacation leave;
- (c) Injury leave;
- (d) Maternity leave adoption leave/parental leave;
- (e) Period of suspension; and
- (f) Study Leave/Leave without pay.

4.5.3 Record of Cumulative Passage Benefits Earnings

The Chief Executive Officer shall arrange for the HR Manager to have a passage account kept for every employee of the Foundation who is eligible for passage benefits.

4.5.4 Use of Passage Benefits

An employee may use his accumulated passage benefits partly or wholly for the following:

- (a) for travel purposes for himself/herself and for the immediate members of his/her family namely spouses and dependent children below 21 years;
- (b) to meet the costs of other expenses in connection with his/her travel or cash either partly or wholly any balance of his/her accumulated benefit at the time of travel;
- (c) for medical treatment for himself/herself or immediate member(s) of his/her family either locally or abroad;
- (d) An employee may cash part or the whole amount of his/her accumulated passage benefit for spending vacation at inland hotels/recreational resorts provided he/she produces documentary evidence to that effect;
- (e) An employee should be allowed to cash his accumulated passage benefit at a discounted rate of 90% for any purpose other than travel. The remaining 10% of the accumulated passage benefit shall, however, not be forfeited but remain in the balance standing to the credit of the employee;
- (f) An employee who resigns from the Foundation shall be paid the total value (100%) of the accumulated passage benefit standing to credit of the latter;
- (g) On the demise of an eligible employee, the outstanding accumulated passage benefit shall be paid *in toto* to the heirs of the late employee.

4.5.5 Passage Benefits on Retirement/End of Contract

An employee shall be allowed to cash *in toto* all passage benefits standing to his/her credit at the time of retirement or at the end of the employee's contract.

CHAPTER 5: ALLOWANCES (ACTING, RESPONSIBILITY, OVERTIME, TRAVELLING, CAR, CELL PHONE, UNIFORM AND OTHER)

Section 1: Acting and Responsibility Allowances

5.1.1 Acting Appointments and Acting Allowance

Where the Board appoints an employee to act in a higher office vice vacant posts or following prolonged absence on leave of job incumbents, an acting allowance computed as follows is payable to the employee:

- (a) The acting allowance shall represent the difference between the initial or flat salary of the higher post and the substantive salary of the employee, provided that the allowance is not less than three increments worth at the incremental point reached in the substantive post.
- (b) Where the salary scales overlap, the allowance shall be three increments moved in the master scale, as from the point reached by the employee in the salary scale of his actual post, provided the total emoluments of the employee is not less than the initial salary and not more than the maximum salary of the higher post.
- (c) Where the employee is not fully qualified for the actingship, in accordance with the prescribed scheme of service, the allowance shall be 80% of the acting allowance.

5.1.2 Assignment of Duties and Responsibility Allowances

Where for administrative convenience, an employee is assigned higher duties, the Chief Executive Officer shall authorise payment of a responsibility allowance to the latter as follows:

- (a) Where the employee is fully qualified to act in a higher post, the allowance shall be equivalent to the acting allowance as set out under sub-section 5.1.1 (a) and 5.1.1 (b); and

- (b) Where the employee is not fully qualified to act in the higher post, the allowance shall be 80 per cent of the acting allowance.

5.1.3 Effective date of Acting or Responsibility Allowance

Subject to subsections 5.1.2 and 5.1.3, an acting or responsibility allowance shall be payable from date on which the employee officially takes over the duties of his/her acting appointment or assumes responsibilities of the higher office, as the case may be, up to the date immediately preceding that on which the substantive holder of the higher office resumes duty or the vacant post is filled.

5.1.4 Qualifying Period for Payment of Acting or Responsibility Allowance

No acting or responsibility allowance shall be payable to an employee performing the duties of a higher office unless the latter serves continuously in the same higher office for a period of at least seven days, i.e. the assignment should be for a minimum period of seven (7) continuous days, inclusive of Saturdays, Sundays and Public Holidays.

5.1.5 No Allowance beyond 7 days' Absence

An employee performing higher duties shall not be eligible for acting or responsibility allowance for any period of absence exceeding seven (7) days at a stretch.

5.1.6 Assignment of Higher Responsibilities

- (a) An employee shall not be assigned by the respective Head of Department or Supervisor, any duties higher than those of the grade of the former without the prior approval of the Chief Executive Officer.
- (b) The HR Manager shall ensure that normally the opportunity to perform duties in a higher grade is given to the most senior and most qualified among eligible employees.

5.1.7 Responsibility Allowance for Employees of the Manual Grades

- (a) Where an employee of the manual grade is required to perform the duties of a higher office, the employee shall be granted a responsibility allowance as set out under sub-section 5.1.1 (a) and 5.1.1 (b), and is subject to subsection 5.1.7 (b).
- (b) The allowance payable is computed on the same basis as for acting allowance, even if the employee is not fully qualified, and is based on the actual number of days worked, even when the period of actingship is less than seven days.

Section 2: Overtime & Extra Duty Allowance

5.2.1 Overtime to be performed only after Approval

- (a) Overtime work shall not be resorted to except where the Chief Executive Officer is of opinion that it is absolutely necessary and is in the interest of the Foundation.
- (b) Where overtime work cannot be avoided, the Chief Executive Officer shall authorise the performance of such work in advance and approve payment of overtime allowance subject to sub-section 5.2.9.
- (c) Records shall be kept for work performed during an overtime period and the actual time at which an employee commences and ceases overtime.

5.2.2 Employees Not Eligible for Overtime Allowance

Subject to subsection 5.2.3, employees drawing a basic monthly salary of Rs 50,000 (Section 24 (4) &(5) and Section 32 (6A) of WRA) monthly or more are not eligible for overtime allowance.

5.2.3 Overtime Allowance at Reduced Rate

Employees drawing basic salary from Rs 42, 325 to Rs 56,450 monthly, who are required to work beyond their normal working hours owing to the nature of their

duties for the execution of urgent tasks or for completion of work which cannot be postponed, should be paid the hours of overtime at 80% of the prescribed rate.

5.2.4 Qualifying Period and Basis for Payment of Overtime

- (a) Subject to the conditions set out in the above sub-sections, an employee shall qualify for payment of any overtime allowance provided the latter has performed a minimum of 40 hours' work in a week (applicable to Administrative/Field/Multi-Purpose Unit Staff) or a minimum of 45 hours' work in a week (applicable to office Attendant/Driver and other employees in similar grade).
- (b) Employees shall be paid overtime allowance on the basis of the actual number of hours put in by them in a week in excess of their normal working hours, subject to condition at sub-section 5.2.4 (a) being fulfilled.

5.2.5 Overtime on Sundays and Public Holidays

An employee eligible for overtime shall, irrespective whether the latter qualifies for any overtime payment or not under the sub-section 5.2.4, be entitled to overtime allowance for any work performed on Sundays and Public Holidays.

5.2.6 Computation of Overtime Allowance

- (a) Subject to sub-sections 5.2.1 to 5.2.5, the computation of overtime allowance shall be on the following basis as per Table 2 below:

Table 2: Hourly Rate of Overtime

	Period	Hourly Rate
(i)	Between 6 a.m and 11 p.m on weekdays	1.5 times hourly rate
(ii)	Between 11 p.m and 6 a.m on weekdays, and on Sundays or Public Holidays	twice hourly rate
(iii)	On officially declared cyclone/other calamity days	twice hourly rate

- (b) Hourly rates are calculated on the following basis:

- (i) for Manual Grades employees who put in 42.75 or less hours of work weekly:

Annual Salary for the Financial Year

$$^1 \times [42.75 \text{ or } 38.75, \text{ as applicable}]$$

- (ii) All other employees (Administrative/Field/MPU Staff):

Annual Salary for the Financial Year

$$52 \times [32.^2 \text{ or } 38.75, \text{ as applicable}]$$

- (c) Where an employee performs the duties of a higher post against payment of an acting or responsibility allowance, the hourly rate for

$$^1 \times [32.5 \text{ or } 38.75 \text{ or } 42.75, \text{ as applicable}]$$

- (d) An employee, on approved leave on any working day, shall be deemed to have put in the number of hours the latter should have worked on that day.
- (e) Where, by the nature of the operation of an undertaking where a worker is employed, he is required to work on a day on which a cyclone warning class III or IV is in force, the worker shall, in addition to any remuneration due to him, be entitled to – (i) an allowance equal to 3 times the basic rate per hour in respect of every hour of work performed; and (ii) adequate free meals (*Section 32 (6)(a) of the WRA*)

5.2.7 Time-off in lieu of Overtime

An employee who puts in any additional hours of work beyond his/her normal weekly hours of work and not exceeding 40 or 45 hours, as applicable, may be compensated by time-off in lieu of overtime. However, those employees who claim for time-off in lieu of overtime shall not be eligible for overtime in any particular contract/calendar year.

overtime allowance is computed on the basis of the total emoluments of the employee, inclusive of the acting or responsibility allowance drawn by him/her, and should be on the following basis:

$$(\text{Monthly Salary} + \text{Responsibility Allowance}) \times 12$$

5.2.8 Authority for Payment of Overtime/Grant of Time-Off

All overtime compensation, whether allowance or time-off shall be effected upon the recommendation of the Supervisor/Head of Department and approval of the Chief Executive Officer or Head of Department, designated by the Chief Executive Officer.

5.2.9 Extra Duty Allowance

- (a) Employees at managerial level and above, that is those under salary codes NEF 20 and NEF 21 referred to in **Appendix 8** of the Manual, who are regularly required to work additional hours beyond their normal working hours for timely completion of projects/assignments or due to the specific nature of their duties, may either be paid a monthly extra-duty allowance of Rs 10,000 subject to the approval of the Chief Executive Officer and provided they put in a minimum of 20 excess hours monthly. Alternatively, they may be granted 7 days special leave at the end of the year provided they have put in a minimum of 200 hours during the year. Such leave, if not taken, can be carried forward to the following year;
- (b) Employees drawing more than Rs 56,450, except those mentioned at subsection 5.2.9 (a), who are also called upon to put in extra hours for the completion of projects/assignments shall be granted time-off for the extra hours put in or be paid at the normal hourly rate subject to a maximum of 15% of their monthly basic salary, subject to the approval of the Chief Executive Officer.

5.2.10 Special Monthly Ad-Hoc Allowance

- (a) Employees who are requested to perform additional duties not normally forming part of their scheme of service, on a regular and sustained basis and who have not been compensated by an acting or any other allowance, are eligible for a monthly ad-hoc allowance equivalent to 10% of their monthly basic salary.
- (b) Payment of this ad hoc monthly allowance shall be subject to the approval of the Chief Executive Officer.

Section 3: Travelling Allowance, Car Benefits and Cell phone Allowance

5.3.1 Refund of Travelling Expenses by Public Transport

- (a) An employee who is not drawing any travelling benefit and who belongs to grades under salary codes NEF 1 to NEF 11, shall be entitled to a monthly refund of his travelling expenses as follows:
 - (i) for 20 days if the employee works on a five-day week basis; or
 - (ii) for 24 days if the employee works on a six-day week basis.
- (b) The travelling expenses are refunded to an employee who travels by Public Transport by the most economical route from his/her place of residence to attend duty for a distance of not less than 1.6 km, except for a physically handicapped employee;
- (c) The equivalent to the light-rail fare (if this is the case) is payable to an employee whose workplace is more than 3 kilometres from his/her residence.
- (d) This refund shall not apply to an employee whose grade is specifically mentioned at sub-section 5.3.3.

5.3.2 Commuted Travelling Allowance

An employee who is not drawing any travelling benefit and who belongs to grades under salary codes NEF 13 and NEF 14 shall be eligible to a monthly travelling

allowance of Rs 2,500 or for a refund of Public Transport fare, whichever is higher.

5.3.3 Travelling Allowance, Car Benefits and Cell Phone Allowance

- (a) An employee belonging to other higher grades at the Foundation shall be eligible for a monthly travelling allowance, a car allowance in lieu of duty exemption and a cell phone allowance as set out grade-wise in Table 3:

Table 3: Travelling, Car and Cell Phone Allowances

SN	Grade	Monthly Travelling Allowance	Monthly Car Allowance	Monthly Cell Phone Allowance
1.	Chief Executive Officer	Rs 11,500 (Rs 12,500 personal to incumbent in post as at 31.12.17)	Rs 25,200 (allowance in lieu of organisation car)	Rs 2,000
2.	<ul style="list-style-type: none"> - Administrative Manager - Communication Manager - HR Manager - Finance Manager - IT Manager - Project Manager (Civil Engineer) - Programme Manager - Programme Manager (NEF Rodrigues) 	Rs 11,500 (Rs 12,500 personal to employees in post as at 31.12.17)	Rs 6,130	Rs 1,500
3.	Assistant Programme Manager (NEF Rodrigues) – (Personal)	Rs 11,500 (Rs 12,500 personal to incumbent in post as at 31.12.17)	Rs 3,865	Rs 1,500

4.	- Community Project Coordinator - Community Project Coordinator (NEF Rodrigues) - Engineer (Civil)	Rs 10,625	Rs 3,865	Rs 900
5.	Psychologist	Rs 7,250 (Rs 8,250 personal to incumbent in post as at 31.12.17)	Rs 3,000	Not applicable
6.	- Community Project Executive	Rs 6,875	Rs 3,000	Rs 900
	- Community Project Executive (NEF Rodrigues) - Technical Officer			
7.	- Accounts Officer (Personal) - Coordination and Monitoring Officer (Personal) - Human Resource Management Officer	Rs 6,250	Not applicable	Rs 900
8.	Supervisor (MPU)	Rs 5,000	Rs 2,500	Rs 600

9.	- Assistant Case Management Officer - Assistant Case Management Officer (NEF Rodrigues) - Field Officer (NEF Rodrigues) - Case Management Officer - Case Management Officer (NEF Rodrigues)	Rs 3,750	Rs 2,500	Rs 900
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- (b) An employee shall be eligible for payment of the monthly car allowance in lieu of duty exemption as from the date of application and same should be in writing.
- (c) Employees should be owner of their own car to be eligible to the travelling allowance. They should compulsorily use their own car for all official travelling whenever required and will not be eligible to make use of the Foundation's car, unless otherwise authorised.
- (d) Employees in post as at 31 December 2017 and falling under SN 8 and 9 mentioned in Table 3 may exceptionally claim the car allowance on a motorcycle. Future incumbents who are owners of a motorcycle shall be eligible for a motorcar allowance of Rs 1,500 monthly.
- (e) An employee proceeding on approved leave or training locally or abroad or on official mission with pay for a full calendar month shall be eligible to 50% of the travelling allowance.
- (f) Employees belonging to the following grades are also eligible to a monthly cell phone allowance as indicated in Table 4:

Table 4: Cell Phone Allowance for Specific Grades

Grade	Amount (Rs)
Executive Assistant (Personal-Procurement Section)	750
Procurement Clerk (Personal)	750
Driver/Office Attendant	450
Driver/Office Attendant (NEF Rodrigues)	450

Section 4: Uniform and Uniform Allowance

5.4.1 Grades Eligible for Uniforms/Uniform Allowance

- (a) Employees belonging to certain grades entitled to uniforms are generally classified into three categories as follows:

Category I

Incumbents of grades whose nature of duties warrants a means of identification or authority.

Category II

Incumbents of grades whose nature of duties require them to wear uniforms as and when the need arises.

Category III

Incumbents of grades whose nature of duties causes excessive wear and tear of clothing.

- (b) The Chief Executive Officer shall determine from the list of grades presently entitled to uniforms, in consultation with stakeholders, which of the grades at the Foundation shall fall under one of the categories mentioned at subsection 5.4.1 (a).
- (c) Employees falling under Category I and II shall wear uniforms on duty while those falling under category III should normally not be required to

wear uniforms on duty and shall be eligible for a rapid wear and tear allowance.

- (d) The Chief Executive Officer may, after consultation with the union, review the existing arrangements regarding provision of uniforms with respect to employees belonging to any other grade and determine the appropriate category.
- (e) Where uniform items are not provided by the Foundation for practical purposes, employees of the three categories mentioned at sub-section 5.4.1 (a) are paid a cash allowance in lieu of uniform (including cardigan every alternative year). The present yearly approved quantum is given hereunder:
 - (i) Category I – Rs 4,865;
 - (ii) Category II – Rs 4,560; and, (iii) Category III – Rs 4,415.
- (f) Eligible employees under Category I and II shall be requested to sign an undertaking to wear the uniforms while on duty in accordance with proforma at **Appendix 5**, prior to payment of the cash allowance in lieu of uniform as per sub-section 5.4.1 (e).
- (g) The quantum of cash allowance for subsequent years would be adjusted on the basis of the changes in the prices of all relevant items of uniforms as determined by Statistics Mauritius for the preceding year. A notice to that effect will be issued by the authority concerned for guidance and adjustments shall be made accordingly.

5.4.2 Protective and General Items

- (a) Incumbents of grades whose nature of work expose them to risk of injury or health hazards or damage to clothing should be granted protective clothing and safety equipment, such as boots, face masks, goggles, rain coat, helmet, gloves, heavy duty trousers/short sleeve t-shirt, caps and

glasses, as provided under the Occupational Safety and Health Act 2005, as subsequently amended.

- (b) All employees at the Foundation are provided with two polo shirts and an umbrella on a yearly basis.
- (c) The Chief Executive Officer shall, subject to section 82 of the Occupational Health and Safety Act 2005, as subsequently amended, make arrangements for the protective clothing item to be issued to eligible employees promptly and should be of good quality.
- (d) Eligible employees should sign an undertaking for the wearing of protective clothing/equipment issued under sub-section 5.4.2 (a), as per proforma at **Appendix 6**.

5.4.3 Wearing of Uniform and Use of Protective Clothing/Equipment while on Duty

- (a) Where an employee has been issued with a uniform or has been granted an allowance in lieu to secure a uniform, the latter shall wear the uniform while on duty, failing which disciplinary action may be taken against the employee. The same shall apply with respect to employees who have been granted protective clothing and safety equipment.
- (b) In case of non-compliance to wear uniforms and/or protective clothing/equipment on duty, the undermentioned procedures shall apply:
 - (i) the eligible employee concerned should be verbally cautioned for failing in undertaking to wear uniforms/protective clothing/protective item;
 - (ii) in case of further non-compliance, the attention of the eligible employee concerned should be drawn to this effect. The employee should equally be requested to abide, within a prescribed delay, by the undertaking which the latter has already signed prior to the payment of the uniform allowance and/or issue

of protective clothing/equipment, failing which the employee may be liable to disciplinary action; and

- (iii) in the event the employee still fails to abide by the written instructions within the given delay, payment of the uniform allowance and/or issue of protective clothing/equipment should be stopped/withdrawn and the eligible employee concerned should, in such circumstance, be required to furnish written explanations following which appropriate disciplinary action may be taken as deemed necessary by Management.

Section 5: Other Allowances

5.5.1 Out-of-Pocket Allowance

- (a) An employee who proceeds on official visits to any of the other islands forming part of the Republic of Mauritius is eligible for an out-of-pocket allowance of Rs 190 daily.
- (b) For the purpose of payment of the out-of-pocket allowance, a part of a day shall be considered as a whole day.

5.5.2 Meal Allowance

An employee who is:

- (i) required to work during cyclonic condition or other natural calamities; or,
- (ii) retained on duty after a normal day's work for at least two hours beyond his normal working hours,

shall be eligible for free meals or for a daily meal allowance of Rs 130 for each meal.

5.5.3 Walking Allowance to Employees in Rodrigues

Employees in the grade of Assistant Case Management Officer (NEF Rodrigues) who have to walk long distances to visit beneficiaries are eligible for a monthly walking allowance of Rs 275.

5.5.4 Allowance for Making Tea

Office Attendants who are called upon to make and serve tea/coffee for official functions are eligible for payment of allowance of Rs 5.00 per cup, subject to the approval of the Chief Executive Officer or of the Head of Department designated by the Chief Executive Officer.

CHAPTER 6: EMPLOYER-EMPLOYEE RELATIONS, ACCIDENTS AND INJURY ON DUTY, HEALTH AND SAFETY, AND MISCELLENEAEOUS ISSUES

Section 1: Employer-Employee Relations

6.1.1 Policy of the Board

- (a) It is the Policy of the Board to encourage and promote healthy and harmonious employer-employee relations at the Foundation.
- (b) An employee may join any of the officially recognised trade unions of the Foundation.
- (c) Employees at managerial level shall be conversant with the provisions of the Employment Relations Act 2008 and the provisions of the Workers' Rights Act 2019, as subsequently amended.

6.1.2 Criteria for Employer-Employee Relations

Good employer-employee relationship may not be satisfactorily maintained unless there is a sound system of consultation and good communication between management and the workforce, the latter being represented by their Union or Association, if any.

6.1.3 Communication between Workforce and Management

Nothing in any regulation made under the Employment Relations Act 2008 relating to negotiating bodies or councils shall prevent or discourage the establishment under voluntary arrangements at the Foundation of improved means of communication between the workforce and management.

6.1.4 The Employment Relations Tribunal

The Employment Relations Tribunal, established under the Employment Relations Act 2008, as subsequently amended, is responsible inter-alia for arbitration of labour disputes in the public and private sectors.

6.1.5 The Commission for Conciliation and Mediation

The Commission for Conciliation and Mediation, established under the Employment Relations Act 2008, as subsequently amended, is responsible inter-alia for the provision of a conciliation and mediation service which investigates into, enquires into and reports on any labour dispute that is referred to it. The labour disputes and dispute settlement procedures are as set out at part VI of the abovementioned Act.

6.1.6 The Conciliation and Mediation Service of the Ministry Responsible for Labour and Employment Relations

(a) The Ministry responsible for the subject of Labour and Employment Relations also provides a conciliation service with a view to conciliating the parties to a dispute not yet reported to the President of the Commission for Conciliation and Mediation, as prescribed in the Employment Relations Act 2008, as subsequently amended.

(b) In matters of human resource management, the Chief Executive Officer may be guided by the Employment Relations Act 2008, as subsequently amended, and in particular by the Fourth Schedule of the Code of Practice.

6.1.7 Time-Off Facilities for Trade Union Activities

(a) Officer bearers or negotiators of recognised trade union may, on request preferably in writing, be granted reasonable time-off facilities without loss of pay for the purpose of performing trade union activities, subject to the exigencies of the service.

- (b) Application for time-off shall be made to the Chief Executive Officer within a reasonable time frame and approval shall not be withheld unreasonably.

Section 2: Health and Safety

6.2.1 Legal Provisions

The legal provisions concerning safety, health and welfare of employees at work are as provided under the Occupational Safety and Health Act 2005, as subsequently amended, and hereinafter referred to as the Act for this section.

6.2.2 Duties and Responsibilities of Stakeholders

Part II of the Act, as subsequently amended, deals with the duties and responsibilities of parties essential for maintaining a safe working environment. It includes the duties, obligations and responsibilities of the employer as well as those of employees. Emphasis is being laid down on those provisions, recourse to which is recurrent at the Foundation.

6.2.3 Management's Responsibility

The statutory obligations devolving on Employer/Management are clearly spelt out in the Act. Broadly, these pertain to the following:

- (a) The provision of a safe workplace

Management is responsible to provide for a safe workplace including machine and equipment and processes and that appropriate measures of protection are taken.

- (b) Protective clothing and equipment

Management should make all attempts at making the workplace as safe as possible. However, where there are certain risks which cannot be eliminated completely Management will provide all protective clothing and equipment to eligible staff members with a view to eliminating, or at least controlling and reducing risk of accidents and adverse effects on health.

(c) Health surveillance

- (i) The Chief Executive Officer will have the statutory obligations to have regular occupational safety and health audits carried out by the Safety & Health Officer so as to identify risks to safety & health under a Health Surveillance Programme.
- (ii) Arrangements should be made by Management for a medical surveillance for the employees of the Multi-Purpose Unit including regular health check-ups, free of charge.

6.2.4 Employee Responsibilities

A safe workplace is first and foremost enjoyed by employees themselves. For any hazard at the workplace, it is the employees who are at risk. Consequently, they do have certain duties and responsibilities towards rendering the workplace safe. Section 14 of the Act provides for the duties of employees. Accordingly, employees should *inter alia*:

- (a) comply with all safety instructions including those concerning the correct use of safety devices and protective equipment;
- (b) ensure that their actions or omissions do not present any hazard to their fellow colleagues or for themselves; and
- (c) report cases of accidents/incidents forthwith.

6.2.5 Safety and Health Officer

There shall be a registered Safety and Health Officer at the Foundation, whether on part-time or full-time employment, for the purpose of assisting the Chief Executive Officer and any employee, for the purpose of exercising general supervision regarding compliance with the provisions of the Act and to promote the safe conduct of work generally. The duties and responsibilities of the Safety and Health Officer are as set out in the Act.

6.2.6 Establishment, Functions and Meetings of Safety and Health Committee

- (a) The Chief Executive Officer shall establish a Health and Safety Committee with a view *inter alia* to providing co-operation between the Foundation and the employees in achieving and maintaining safe and healthy working conditions.
- (b) The composition, whole set of functions and meetings of the Safety and Health Committee are as set out at Sections 21 to 23 of the Act.

6.2.7 Industrial Injury Allowance

Subject to the contribution of an employee to the National Pension Scheme or any other enactment for the pension purposes, an employee who suffers an industrial injury which results in temporary total incapacity for work, shall be entitled to an injury allowance on such terms as stipulated under section 25 of the National Pensions Act, as subsequently amended, or any other related enactment.

6.2.8 Compensation

Where an employee falling in the category of workman as defined in the Workmen' Compensation Act is certified by the appropriate medical institution to be eligible for compensation as a result of injury sustained on duty, the latter shall receive compensation under the Foundation's Workmen' Compensation Scheme. In the case of an employee not falling in the category of workman, the latter shall receive compensation under the Foundation's Group Personal Accident Cover Scheme.

6.2.9 Legal Representation in Court

Where a claim for compensation in respect of injury sustained by an employee on duty is disputed before a Court of Law, the Chief Executive Officer shall arrange with the legal adviser of the Foundation for the necessary legal representation.

Section 3: Accidents and Injury on Duty

6.3.1 Medical Care for Employee Injured on Duty

- (a) Where an employee is injured on duty as a result of an accident, the immediate supervisor of the latter shall arrange for the conveyance of the injured employee to the nearest Government medical institution or Mediclinic or private clinic for treatment.
- (b) In case of refusal, the employee shall sign a statement to that effect.

6.3.2 All Injuries Reported to Ministry of Labour

- (a) Any case of injury resulting from an accident on duty must be reported within three days of the accident to the Labour Office of the district where it took place; and
- (b) If a case involves ten or more days of absence from duty or admission to hospital where it is likely to give rise to compensation, it shall be referred to an Injury Board appointed by the Foundation within a month of the accident in accordance with the established procedure. In all other cases it shall be within the discretion of all Chief Executive Officer not to refer such cases that are not likely to give right to compensation, provided that in cases where the Chief Executive Officer entertains a doubt as to what decision to take, the latter shall refer the case to the Injury Board.
- (c) The Injury Board shall comprise a registered medical practitioner and a law practitioner with a view to determining the degree of permanent incapacity, if any, of the employee concerned.
- (d) Subject to sub-section 6.3.2 (b), the Chief Executive Officer shall for the purpose of granting of Injury Leave as early as possible after the accident, convene a Departmental Injury

Committee of three employees whose Chairman shall be any one of the Head of Department.

(e) **Where any employee, as a result of an accident arising out of or in connection with his work, dies or suffers any of the injuries or conditions specified in the Eleventh Schedule, or where there happens a dangerous occurrence specified in the Twelfth Schedule of the OSHA 2005, the employer shall - (i) forthwith notify the Director, Occupational Safety and Health by the quickest practicable means; and (b) within 7 days send a report thereof to the Director, Occupational Safety and Health in the form set out in the Thirteenth Schedule of the OSHA 2005.**

6.3.3 Duties of the Departmental Injury Committee.

The Departmental Injury Committee shall proceed as follows:

- (a) record the exact circumstances of the accident;
- (b) obtain, wherever possible, statements from witnesses;
- (c) allow the injured person, if he so wishes to be accompanied by a Union Representative if the Departmental Injury Committee decides to interview him; and
- (d) express an opinion as to whether:
 - (i) The accident occurred while the injured employee was on duty;
 - (ii) The injured employee was acting in accordance with the Foundation instructions and regulations in force at the time of the accident; and
 - (iii) The accident was due to the fault of the injured employee.

6.3.4 Grant of Injury Leave

The Departmental Injury Committee shall submit its report on the accident under investigation at the earliest possible to the Chief Executive Officer who, within 14 days after receiving that report, shall, subject to the findings of the Committee, approve all cases requiring injury leave up to a maximum of 30 days.

6.3.5 Report of the Departmental Injury Committee

Where the Chief Executive Officer is satisfied that the Departmental Injury Committee has fully investigated the circumstances of the accident, the Chief Executive Officer shall submit within one month of the accident, a report thereon with all documents to the Injury Board for necessary action, if any, in accordance with sub-section 6.3.2 (b). The Chief Executive Officer shall also state whether the latter concurs in the findings Departmental Injury Committee's and, if not, the reasons for the dissent.

Section 4: Miscellaneous Issues

6.4.1 Salary of Staff

(a) The salary of employees at the Foundation is payable in accordance with the approved recommendations of the Report on the Review of Pay and Organisation Structure and Conditions of Employment and the subsequent Errors and Omission Report, effective as from 1st January 2018.

(b) The salary structure with appropriate salary scale for employees belonging to all grades, which are grouped under salary code NEF 1 to NEF 21, is reproduced at **Appendix 8**.

(c) Subject to sub-section 6.4.1(d), new entrants appointed on fixed-term contract shall join at the initial point of the appropriate salary scale (as flat salary) for the first fixed term, except as otherwise decided by the Board.

(d) An employee who joins in a managerial position, under salary code NEF 20, shall be paid a negotiable flat salary within the recommended salary scale taking into consideration, among others, the qualifications held, experience reckoned and expected contributions of the latter to the Foundation.

(e) Serving employees who are appointed to a higher office that constitute a promotion shall draw salary as set out at sub-section 2.2 of this Manual.

6.4.2 Payment of Gratuity

(a) Subject to Section 2.1.10 (a) of this Manual, an employee who is appointed on a fixed term of Contract is eligible for an end-of-contract gratuity equivalent to 2 months' salary on completion of 12 months' satisfactory service;

(b) Pending the implementation of a Pension Scheme at the Foundation, an employee who is on Permanent Contract will also be eligible for the gratuity mentioned at sub-section 6.4.2 (a) above;

(c) In case of an employee, whether on a fixed or indeterminate contract, proceeding on approved leave without pay, the latter will be eligible for the gratuity on completion of an aggregate of 12 months' satisfactory service, excluding the period of leave without pay;

(d) An employee who resigns from the Foundation or is dismissed following disciplinary action in accordance with Chapter 3 of this Manual is not eligible for the payment of gratuity on a pro-rata basis;

(e) On the demise of an employee and subject to approval of the Board, the legal heirs of the employee, as prescribed by way of an Affidavit, shall be paid the gratuity due on a pro-rata basis for the period served by the employee until the declared date of death of the latter.

6.4.3 Time-Off on Special Occasions

- (a) The Chief Executive Officer may, subject to the exigencies of the service, release employees as from noon on the eve of Christmas and New Year;
- (b) Where, owing to the exigencies of the service, it may not be possible to release employees under this section, especially in areas where services are offered to the public, the Chief Executive Officer shall decide on alternative measures.

6.4.4 Qualifications Requiring Registration with Recognised Bodies

An employee who is required to be a registered member of professionally recognised Institute/Bodies according to the relevant prescribed scheme of service/contract of employment to be able to practice the profession, shall be refunded the full amount of annual subscription fee payable to one of the relevant professional bodies.

6.4.5 Funeral Grant

A funeral grant of Rs 10,000 shall be paid to the deceased employee's heir or nearest relative who has borne the funeral expenses in addition to a full month's salary in respect of the month in which the employee passed away while still in employment, subject to the employee holding a permanent appointment and having completed one year's continuous service.

Section 5: End-of-Year Bonus

6.5.1 Payment of End-of-Year Bonus

- (a) An employee who has been in continuous employment for a year at the Foundation as at 31 December of the year, shall be entitled to a bonus equivalent to one twelfth of his/her earnings for that year;
- (b) The payment of End-of- Year Bonus on the basis on 1/12th earnings for the year is applicable to employees drawing a monthly basic salary up to Rs 100,000 (Section 54 of the WRiA 2019). Those drawing a monthly basis salary

exceeding Rs100,000 is entitled to one-month basic salary for the month of December as End-of-Year Bonus under the End-of-Year Gratuity Act 2001; and

(c) where an employee remains in continuous employment at the Foundation for only part of the year, and:

- (i) his/her employment is terminated in the course of the year for any reason; or
- (ii) his/her contract of employment comes to an end during the year; or
- (iii) he/she retires in the course of the year in accordance with the provisions of any agreement or enactment; or
- (iv) he/she resigns in the course of the year on or after having been in continuous employment for at least 8 months;

the employee shall be paid, not later than the last working day of the month in which his/her employment is terminated, he/she retires or resigns, as the case may be, a bonus equivalent to one-twelfth of the employee's earnings for that year.

6.5.2 Non-Payment of End-of-Year Bonus

Subject to sub-sections 6.5.1 (b) (iii) and 6.5.3, an end-of-year bonus shall not be paid to an employee who has resigned or has been dismissed from the service or is under suspension.

6.5.3 End-of-Year Bonus in Other Circumstances

(a) Where an employee has been reinstated, the latter may be paid an end-of year bonus in respect of the period of suspension, subject to the approval of the Board.

(b) On the death of an employee, an end-of-year bonus on a pro-rata basis in respect of the period actually served in the year, shall be paid to the heirs of the latter.

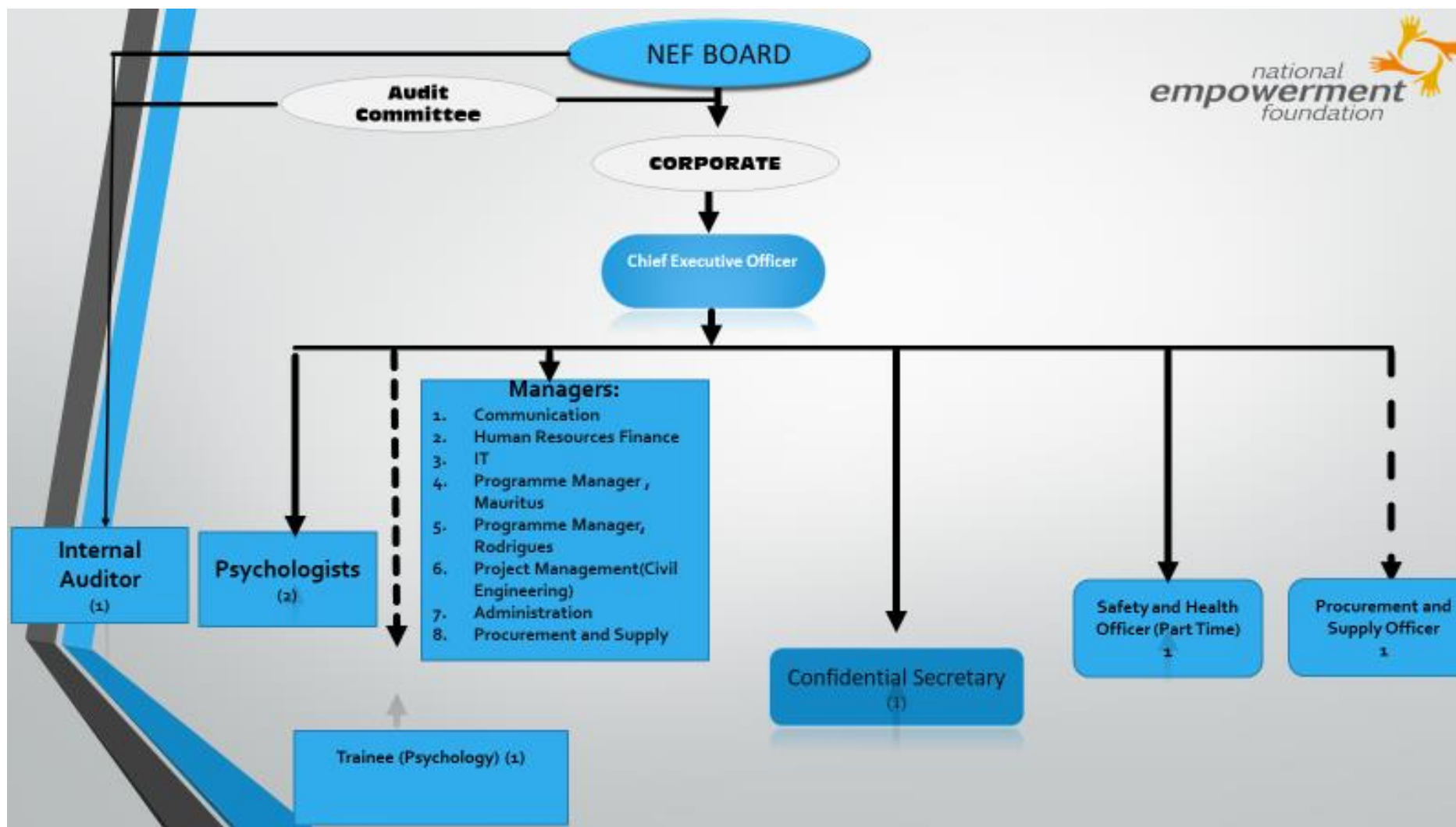
(c) An end-of-year bonus shall be payable to employees acting in a higher grade for a continuous period of 12 months on the basis of aggregate earnings (i.e. salary of the substantive post plus any acting allowance) provided the employee has been in actingship for the whole of the calendar year and is still in employment on 31 December.

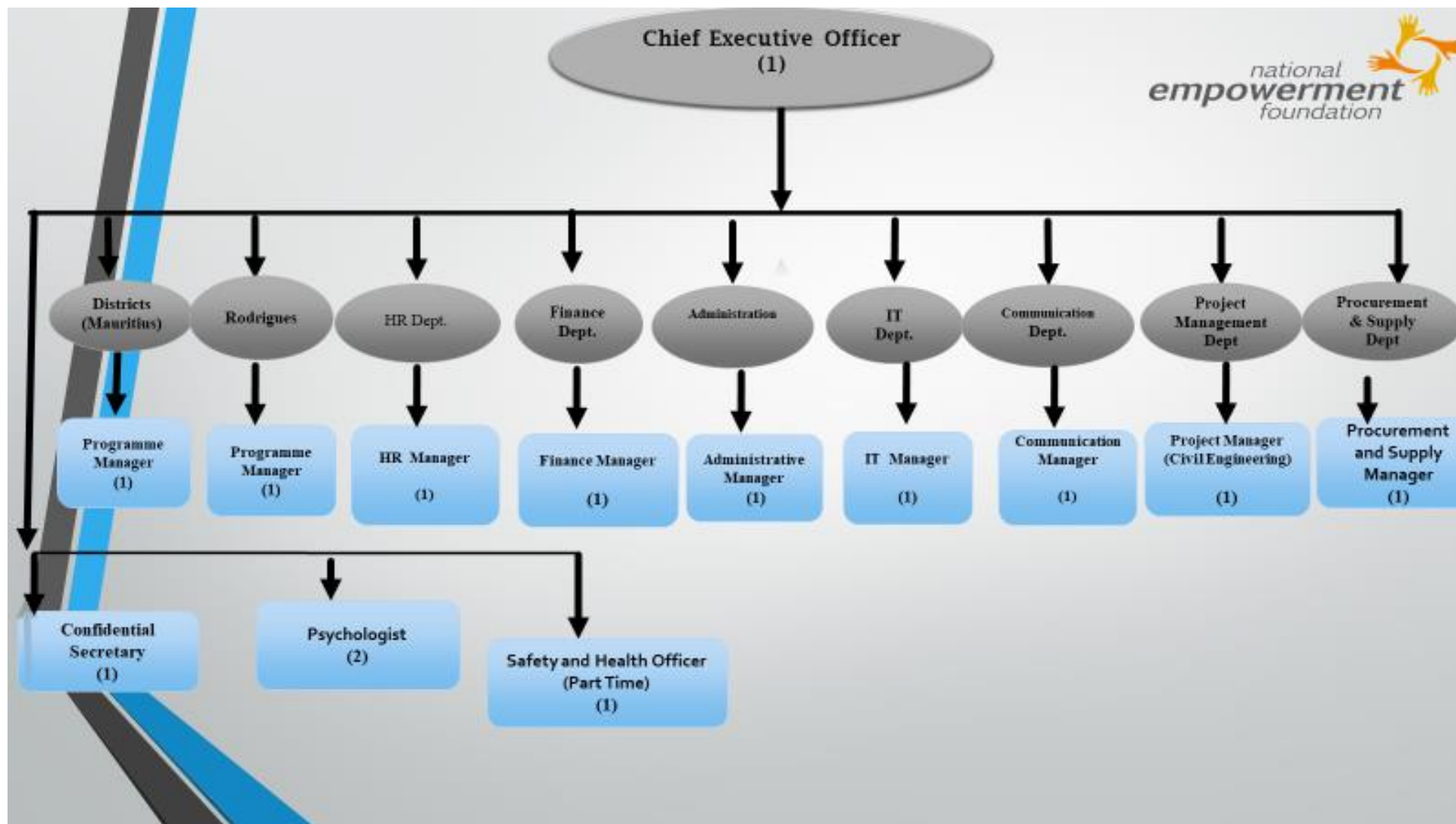
6.5.4 Allowance for Acting as Security Officer

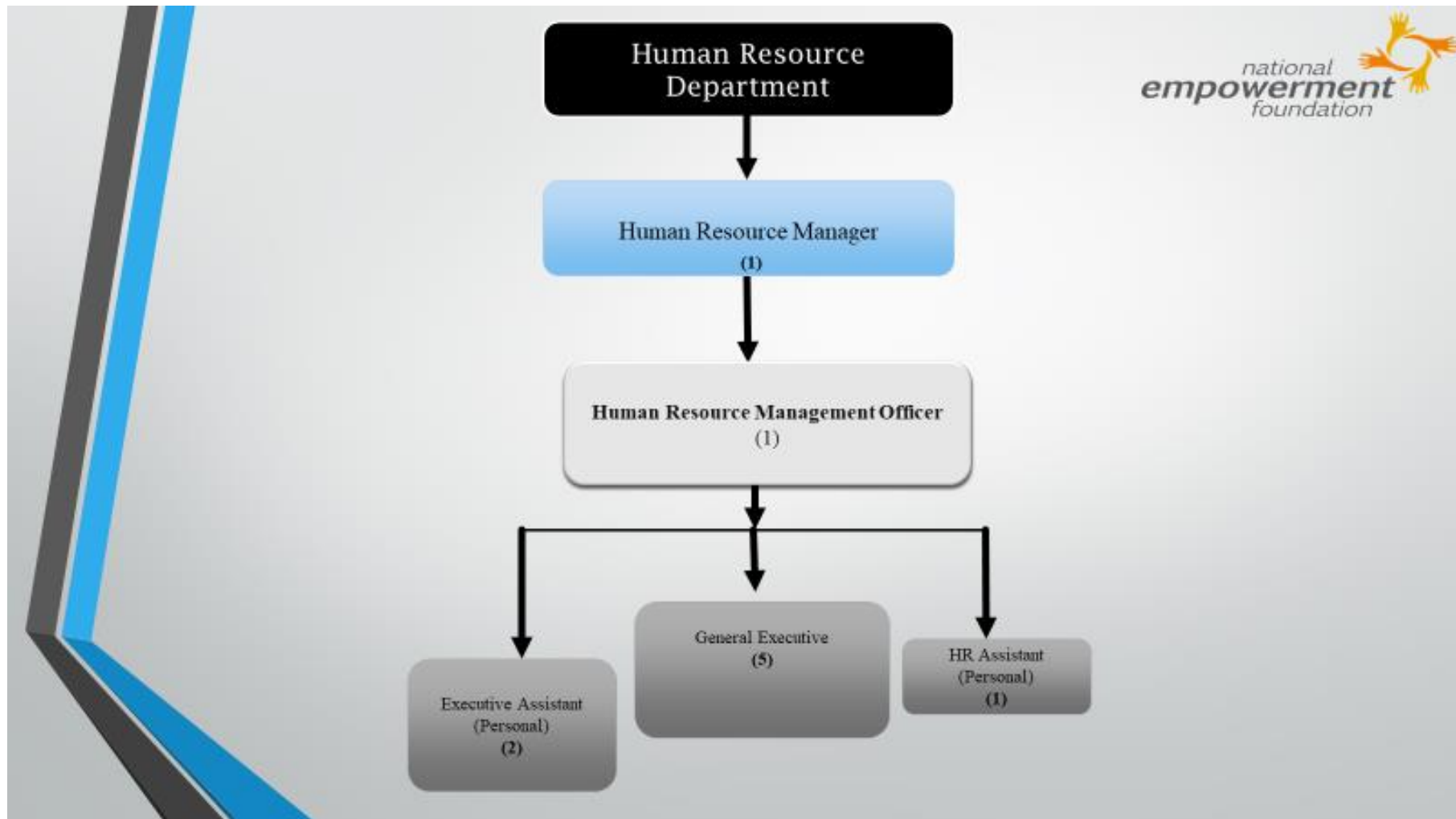
The General Worker, MPU, who may be required to act as Security Officer and to perform multifarious duties should be paid a monthly all

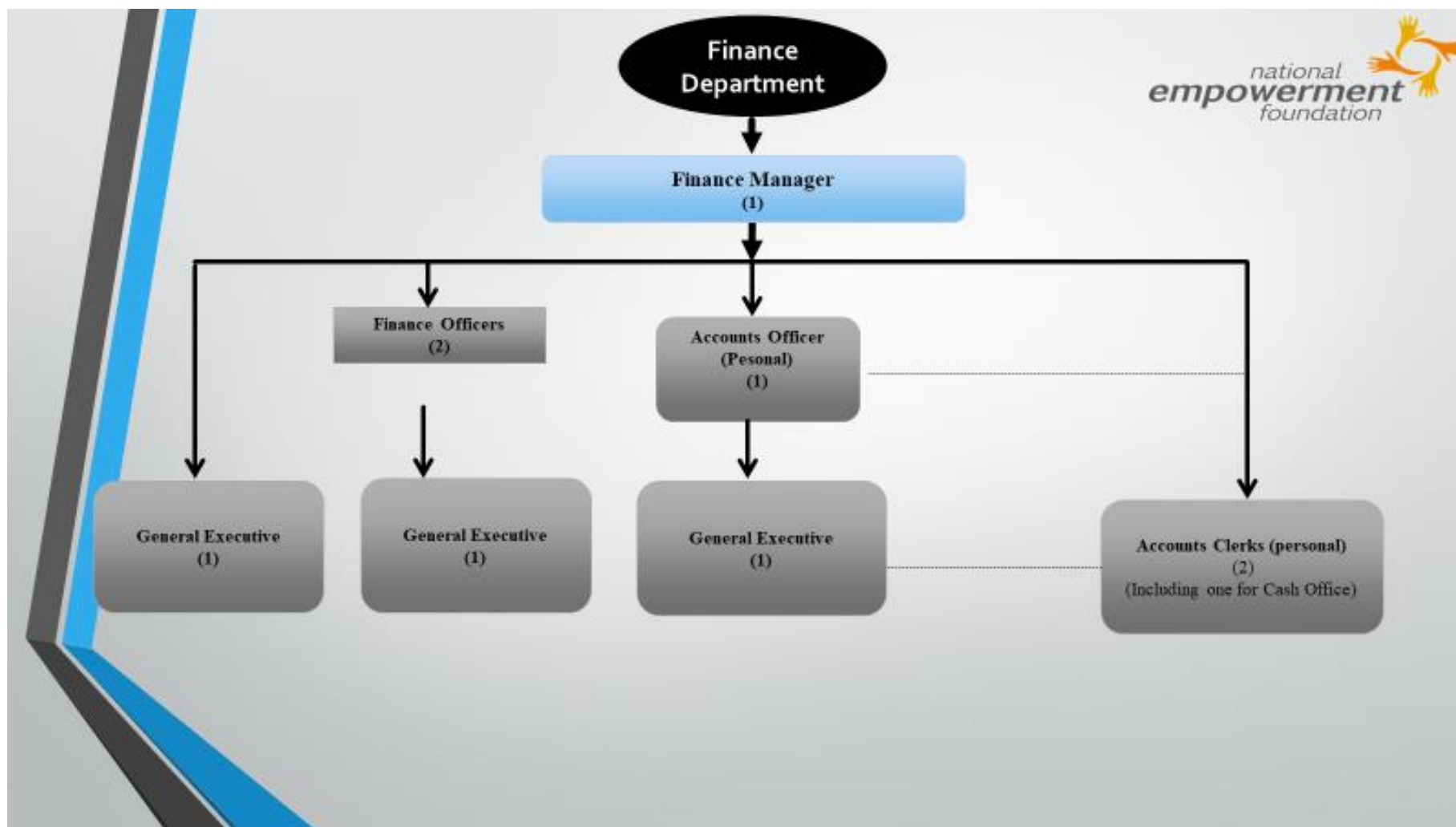
NEF Organisational Chart

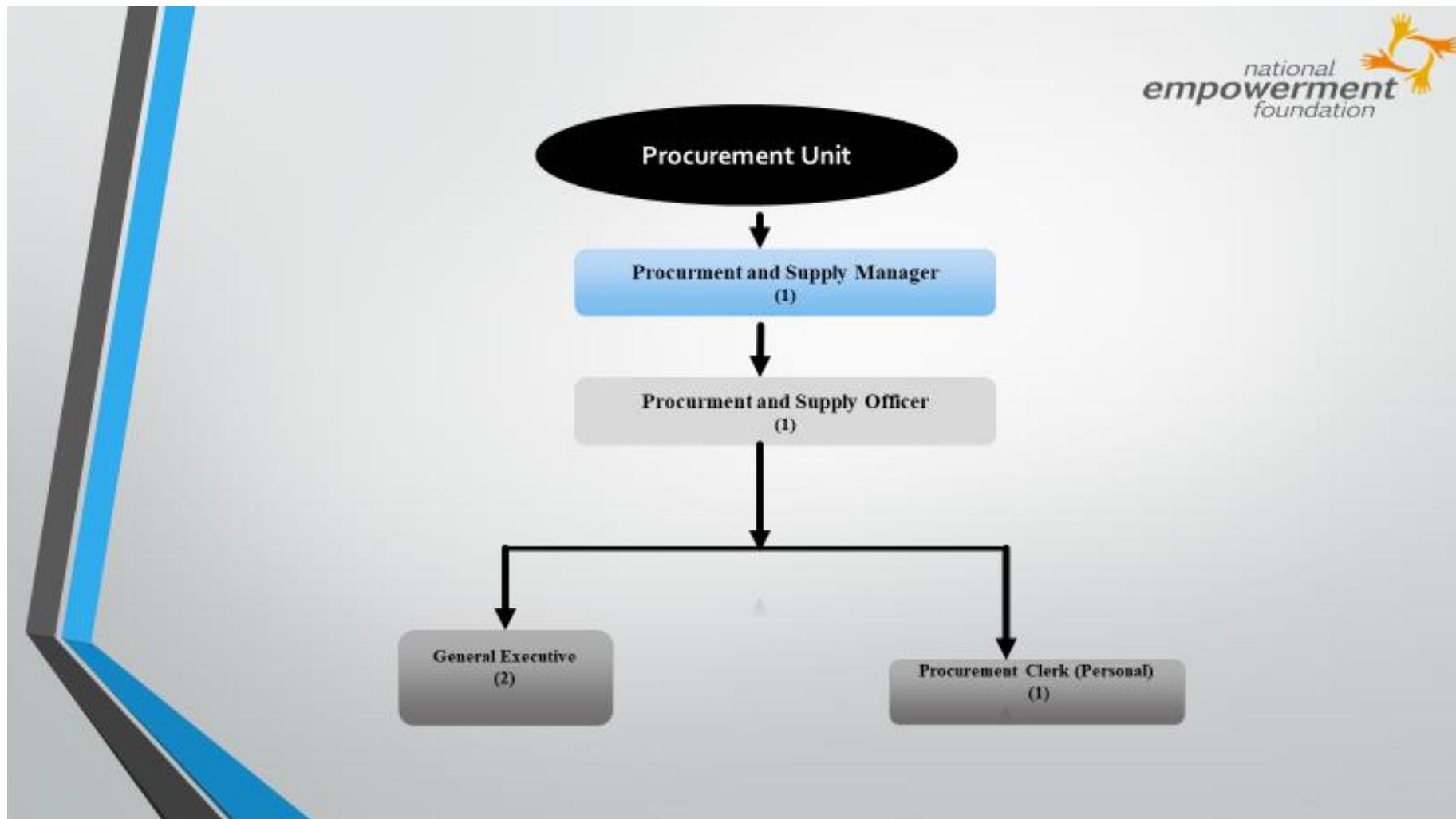


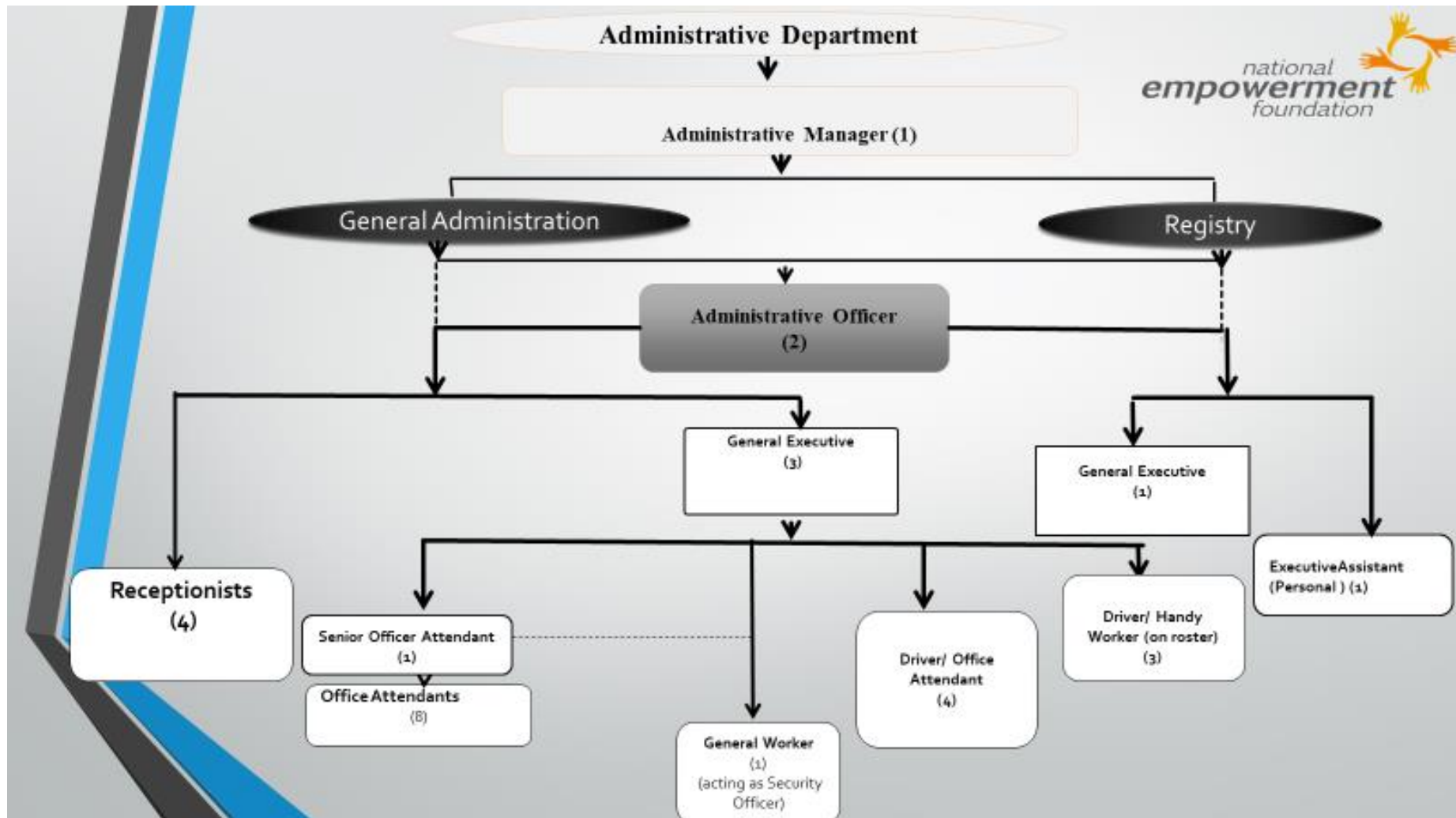


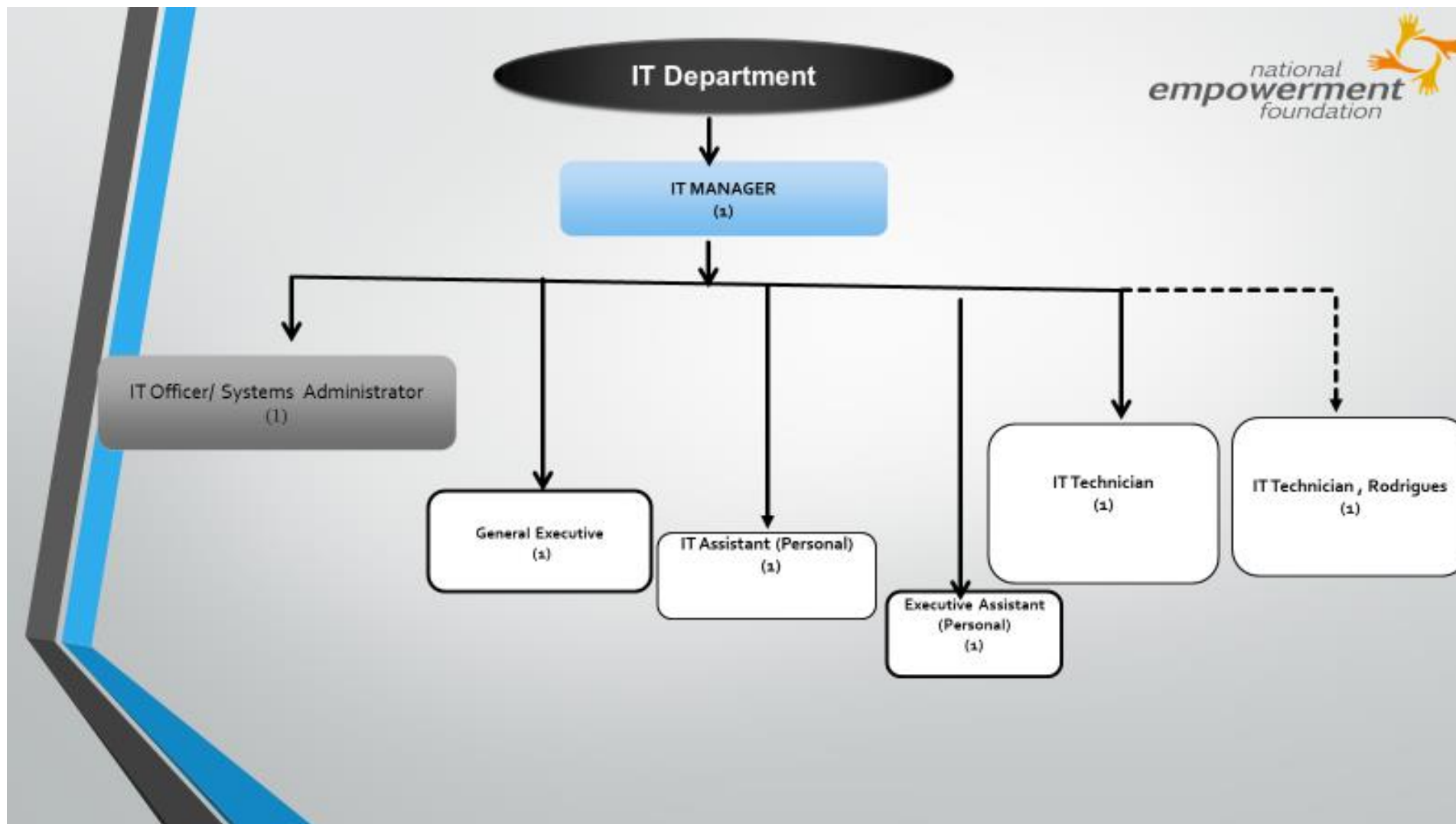


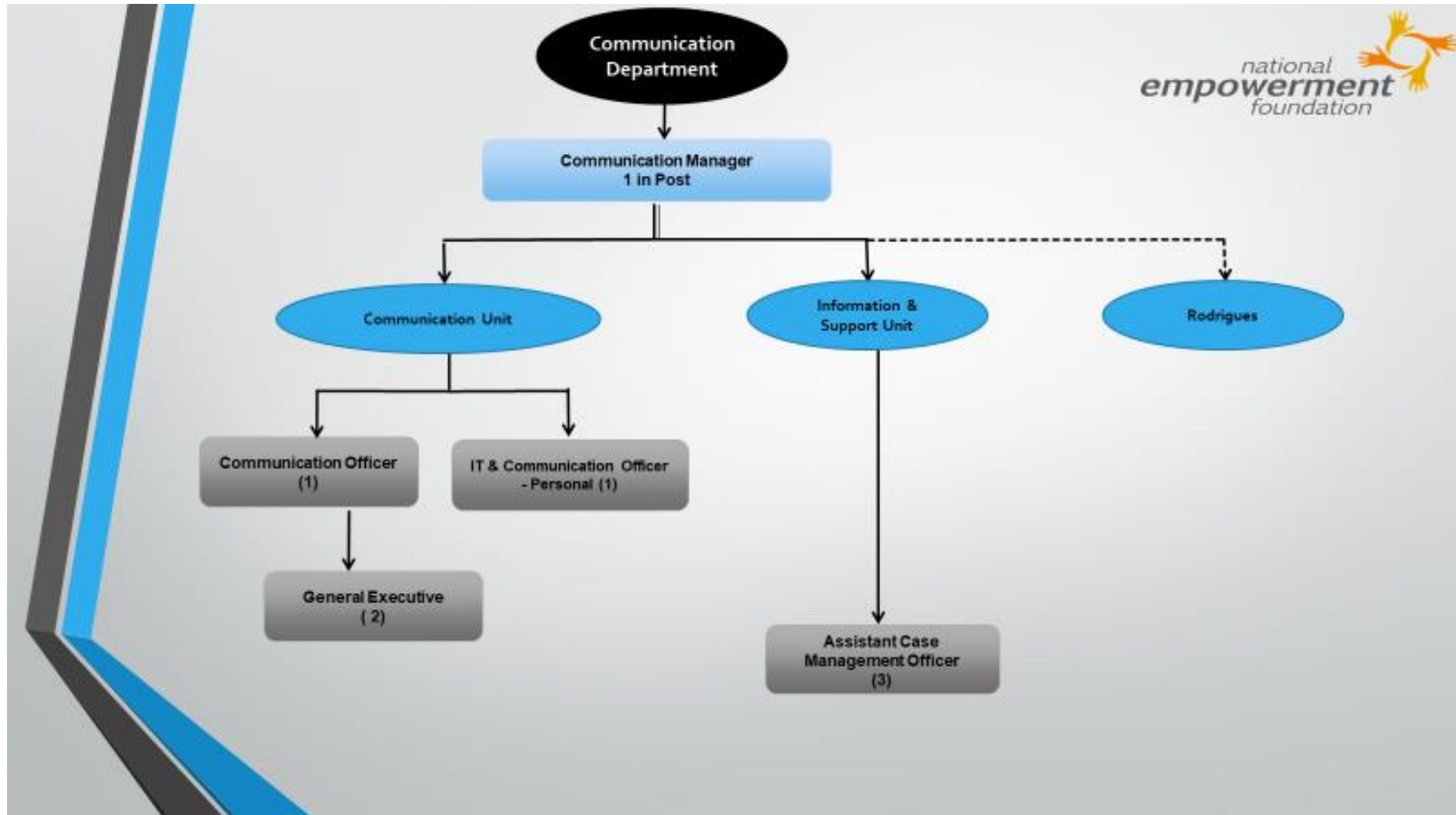


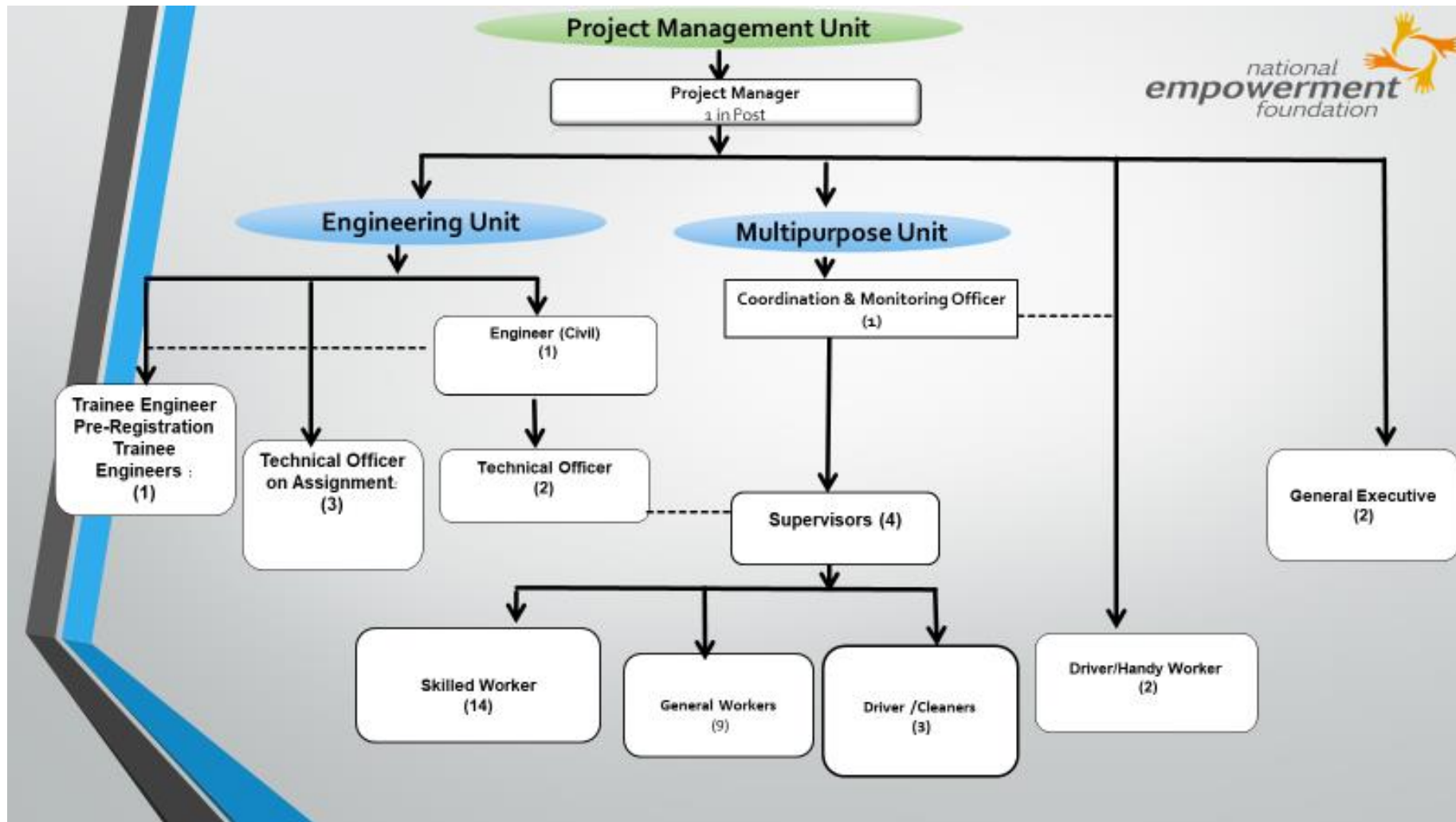


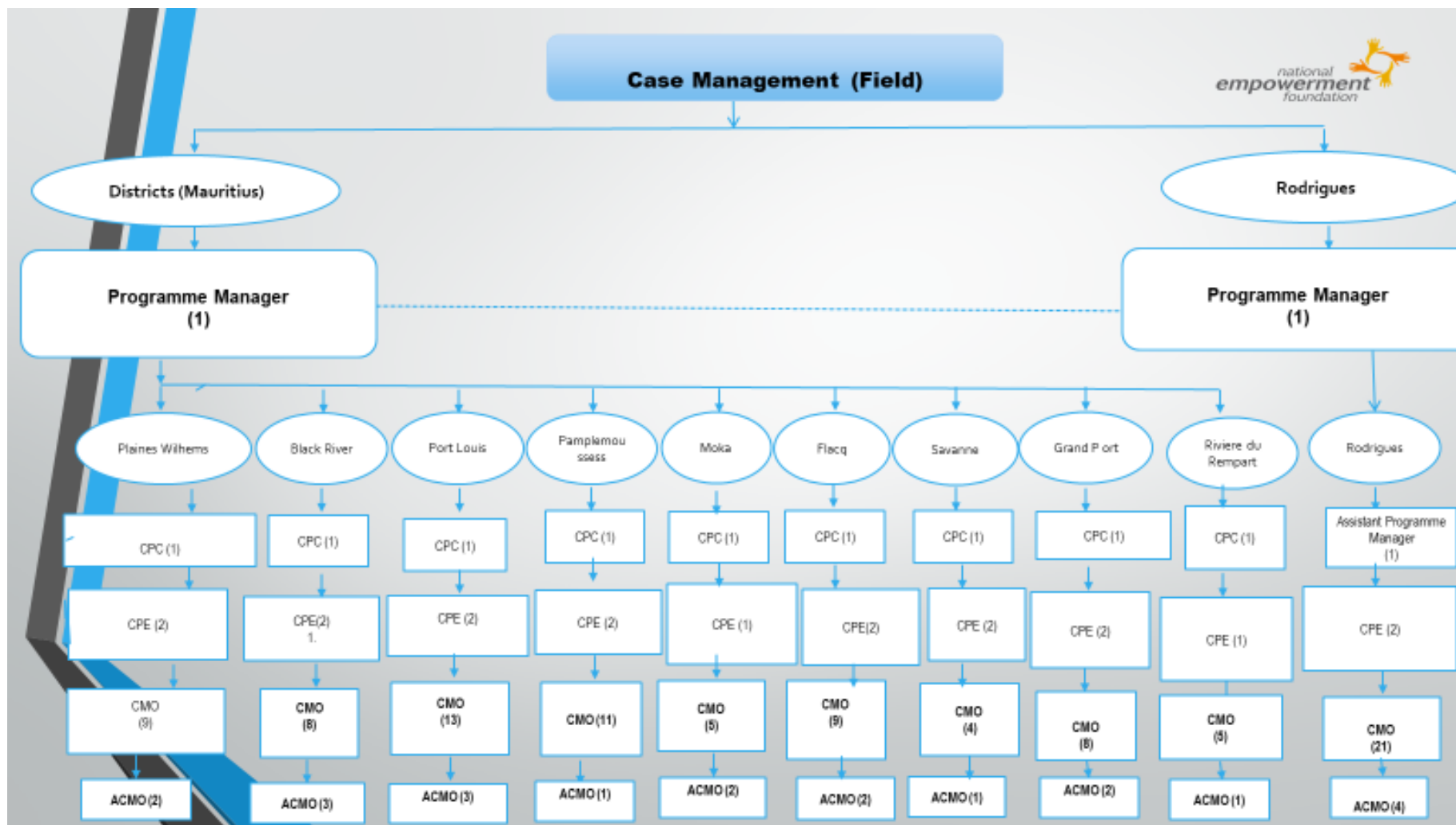


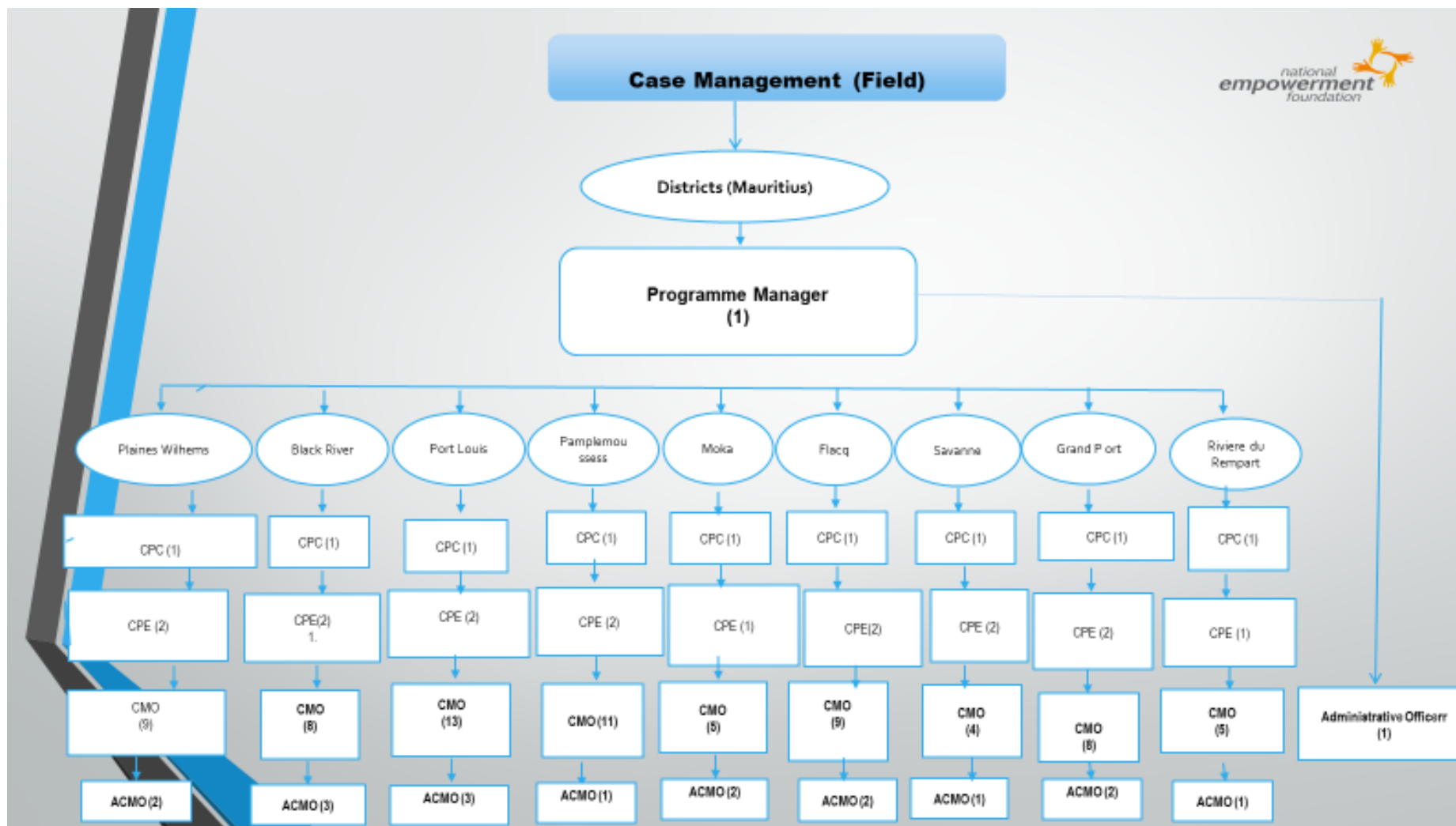


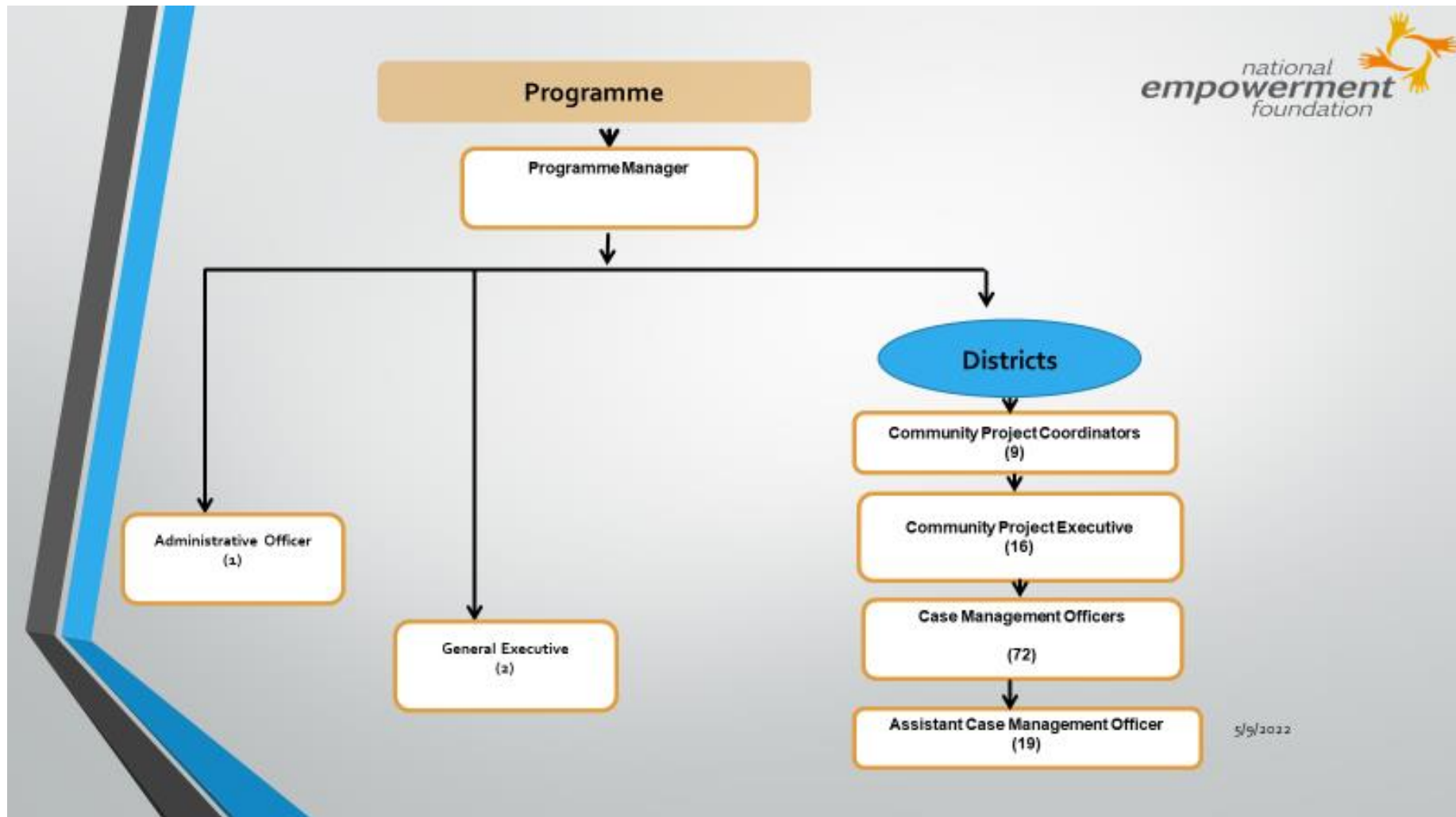


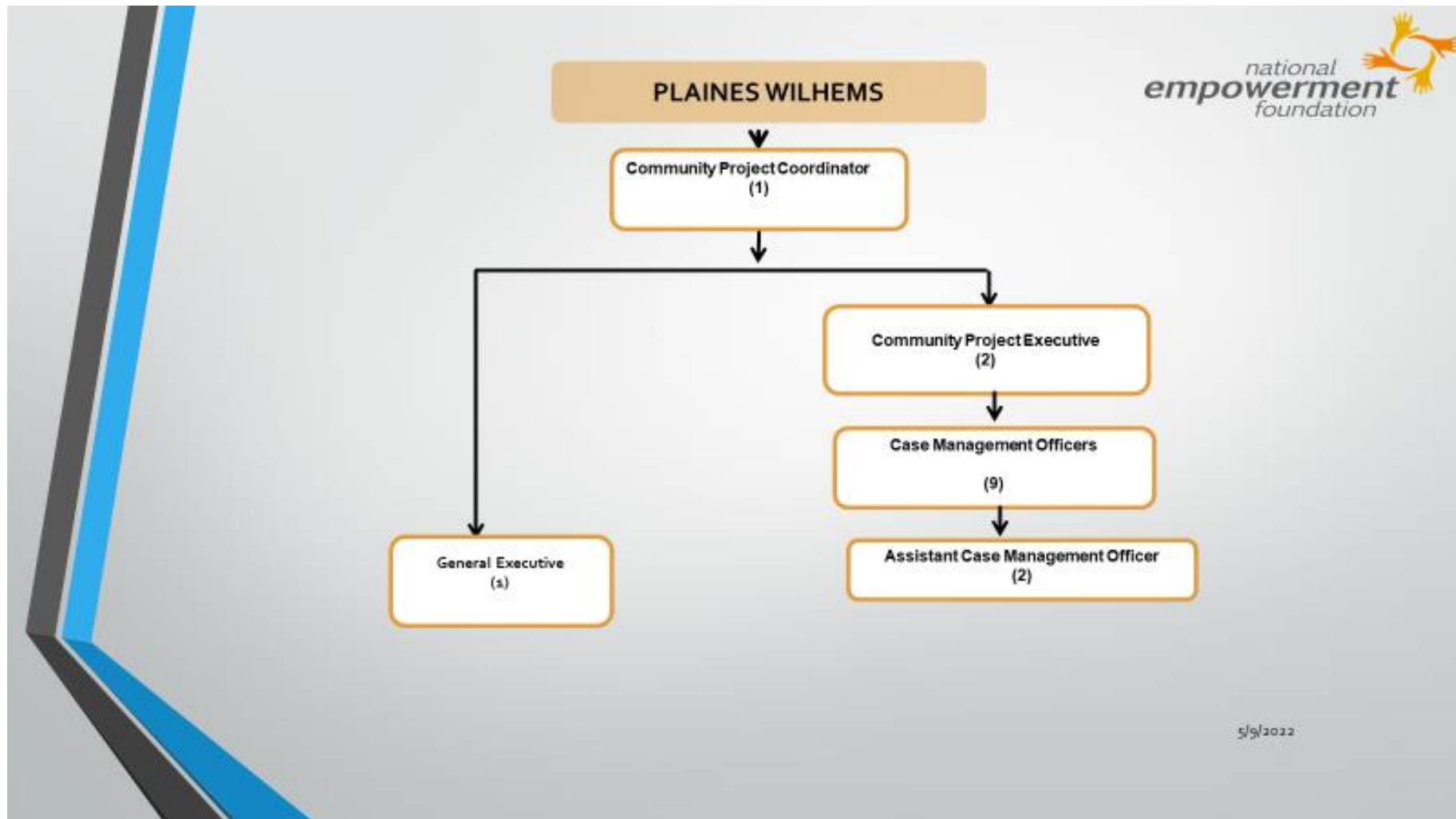


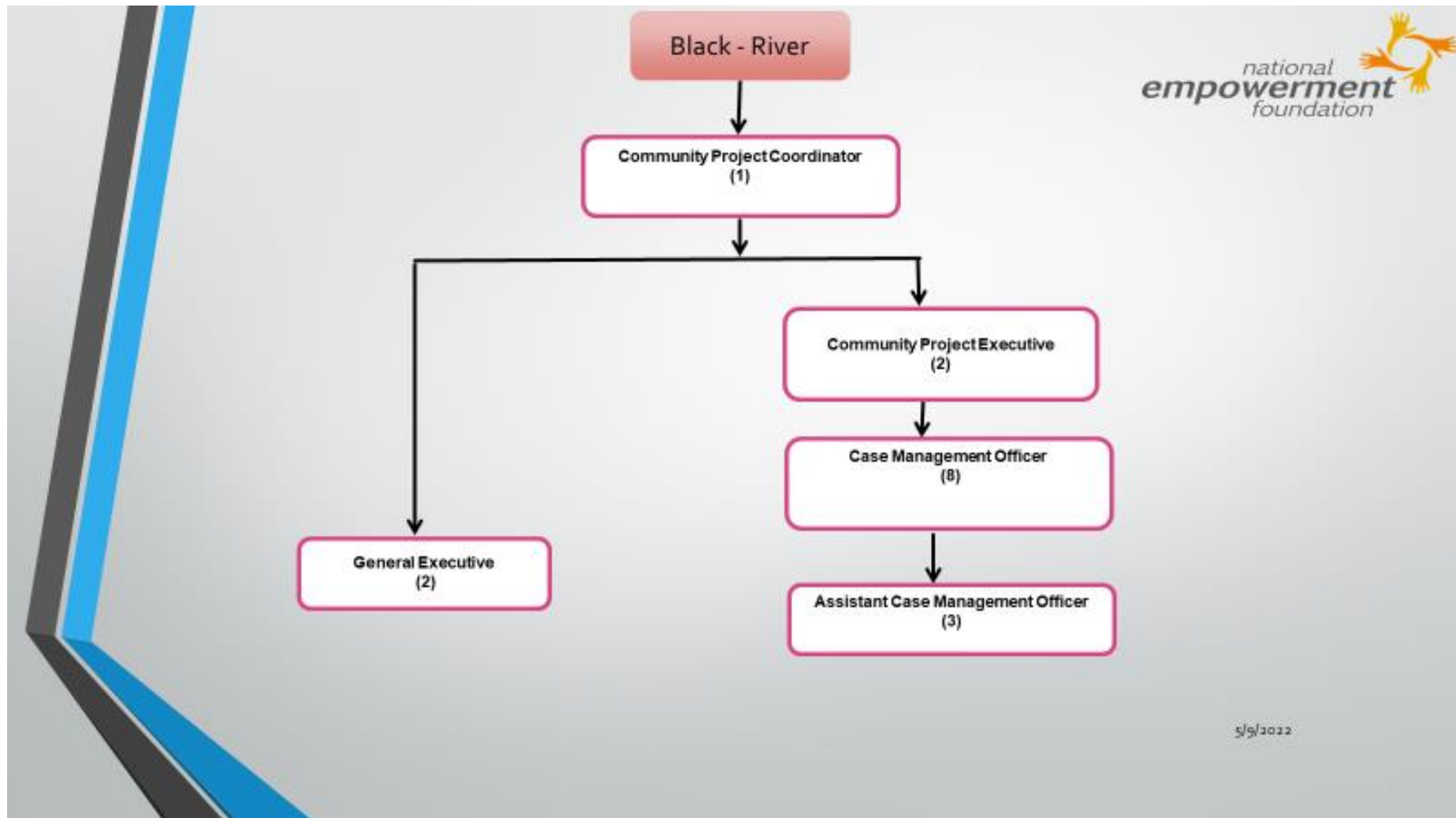


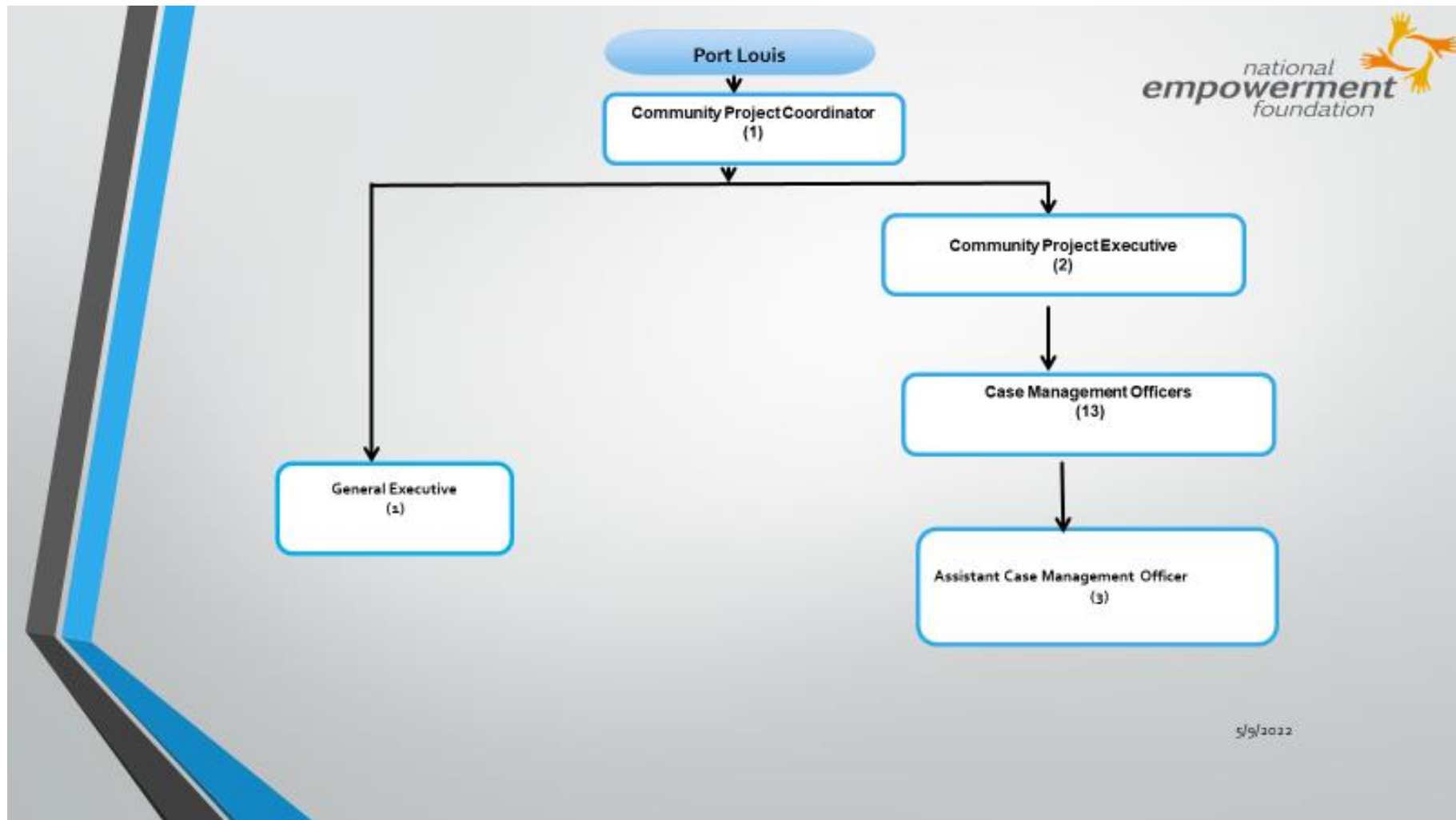


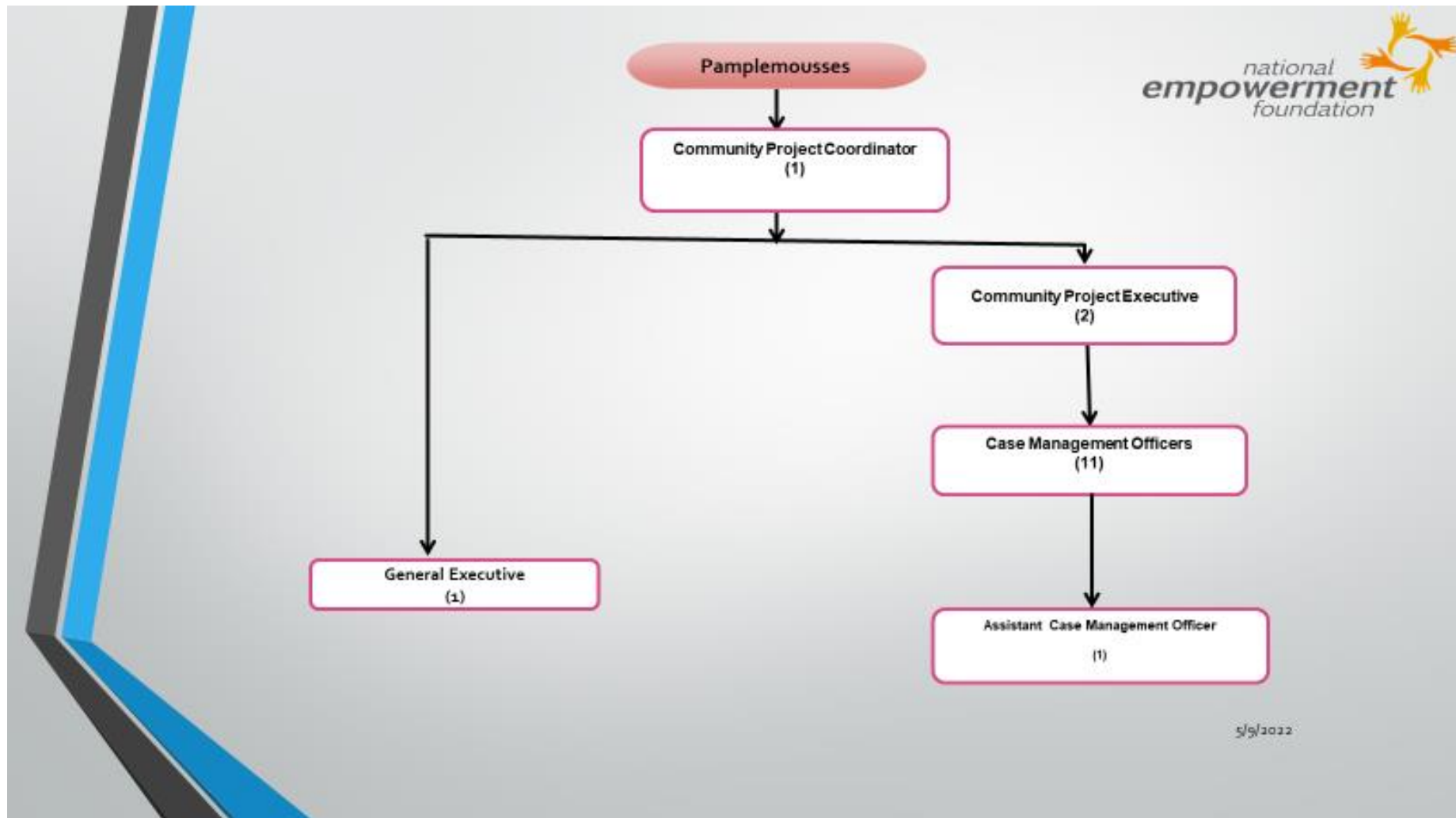


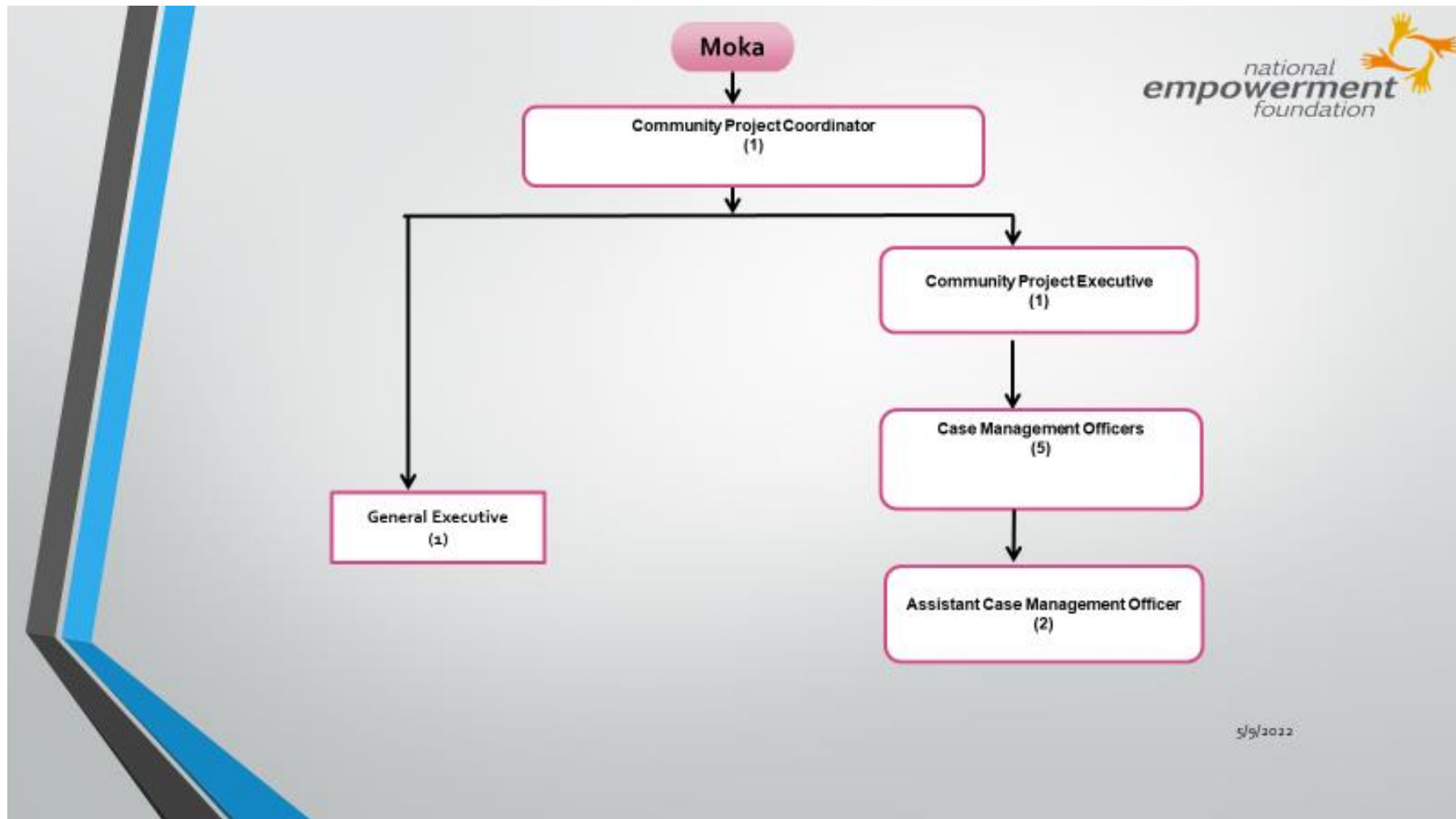


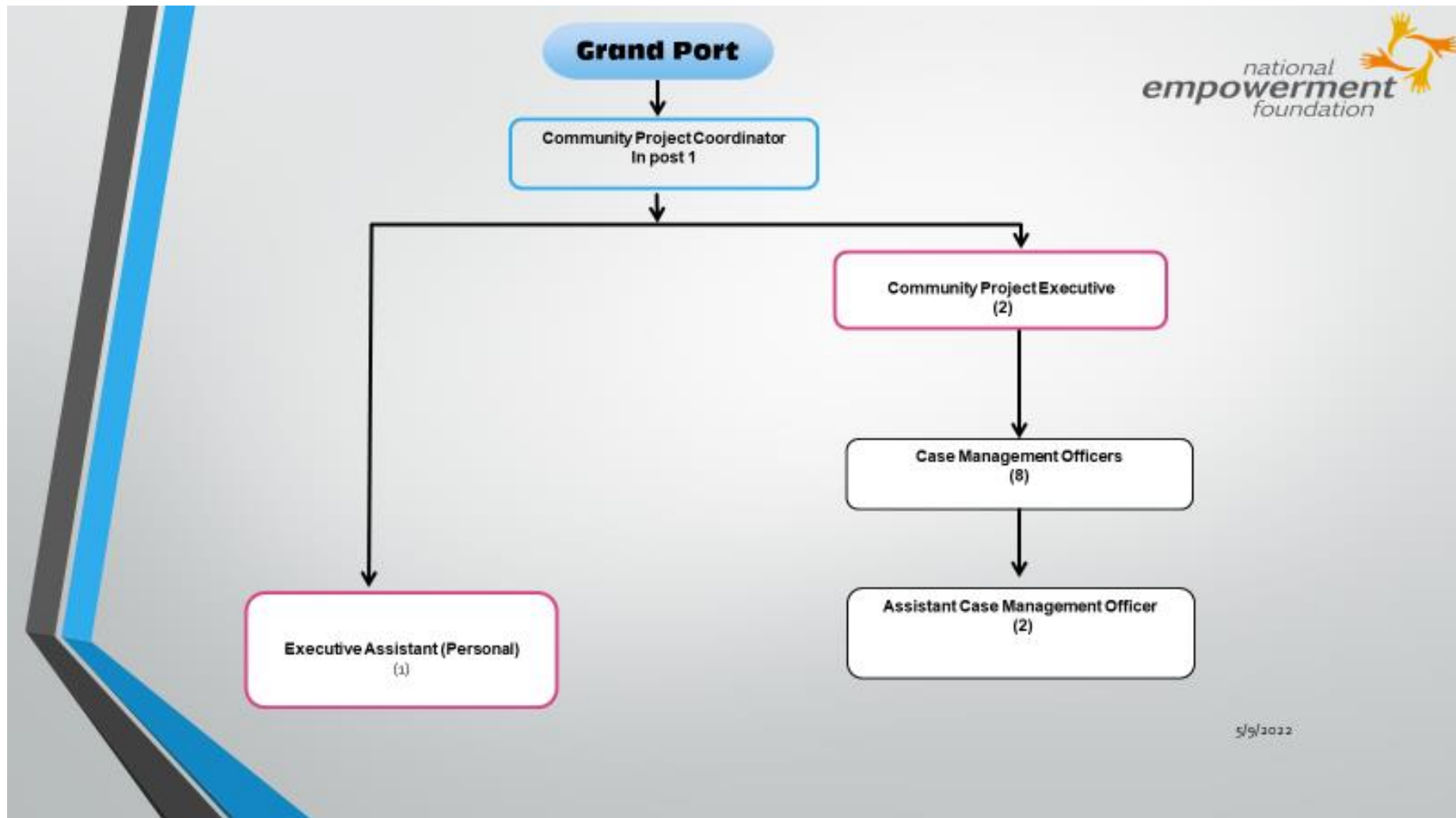


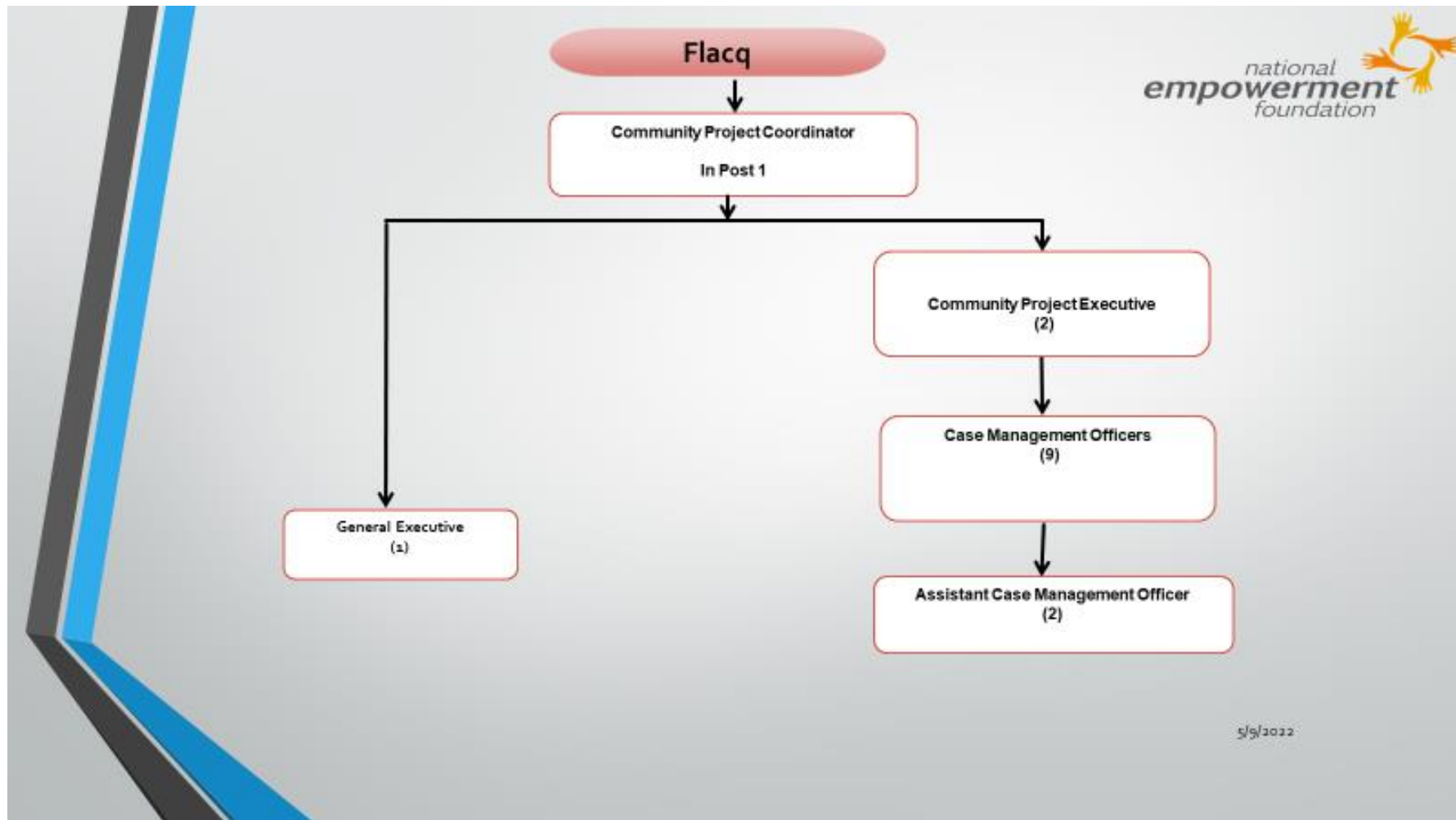


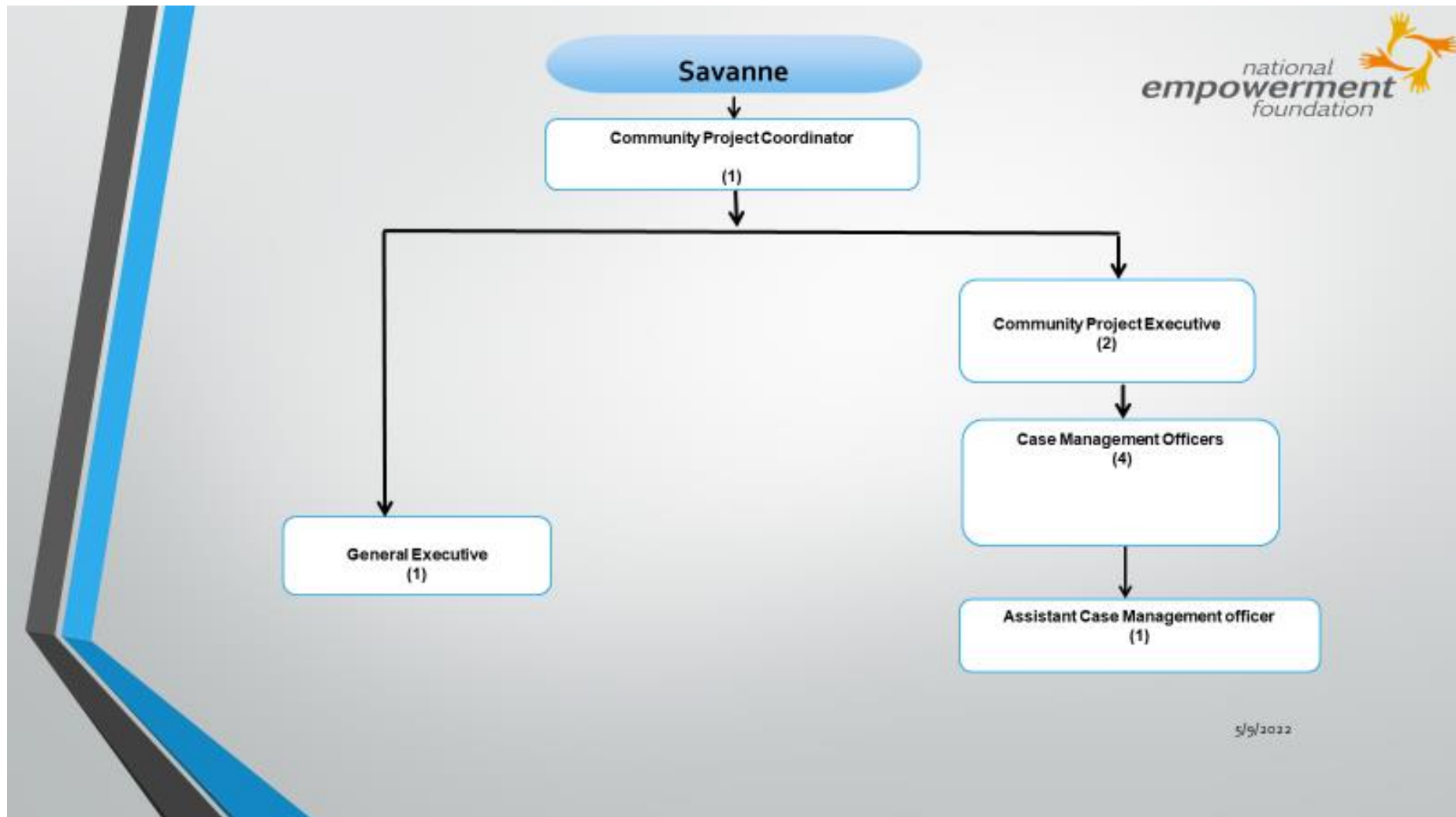


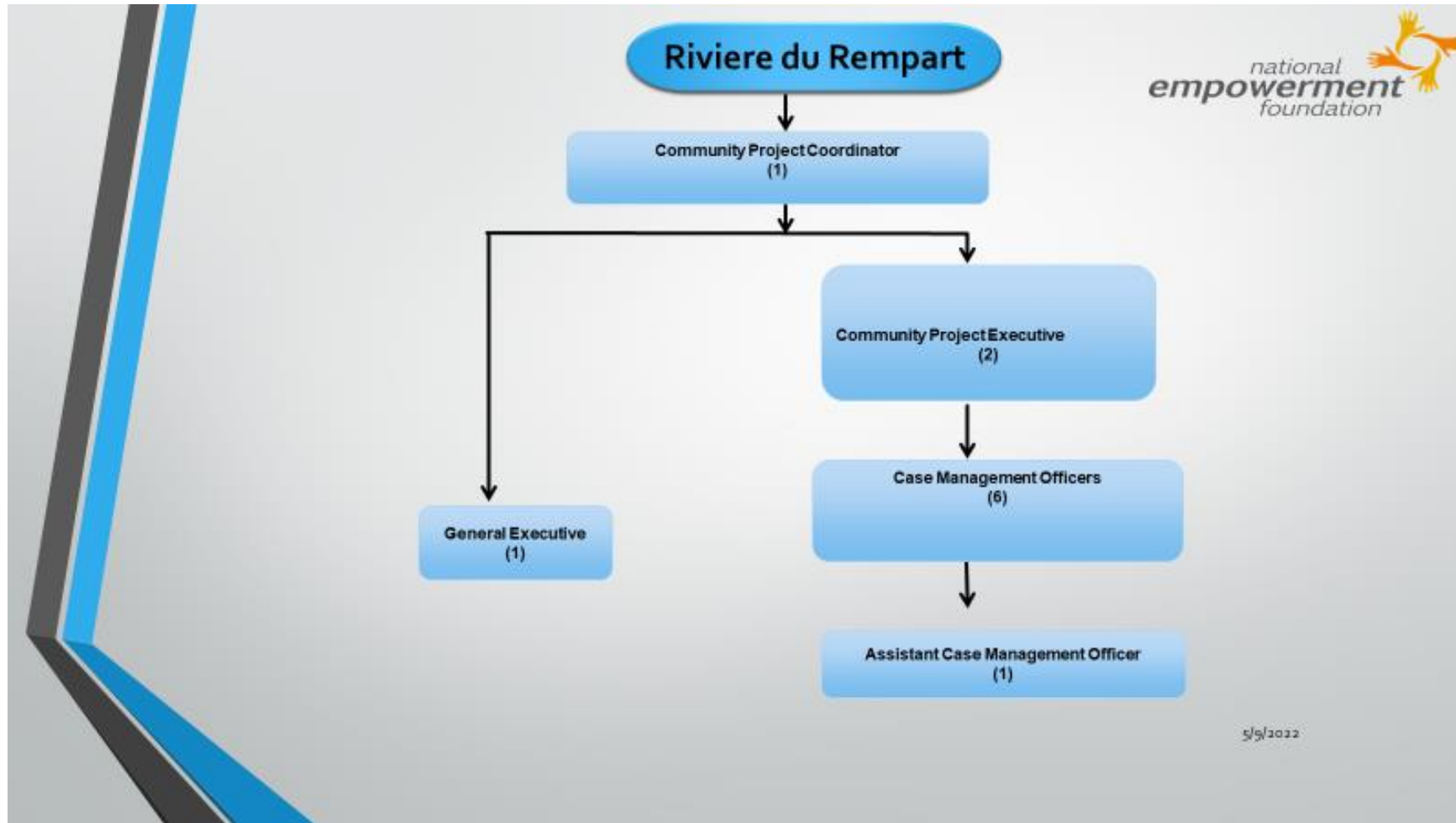


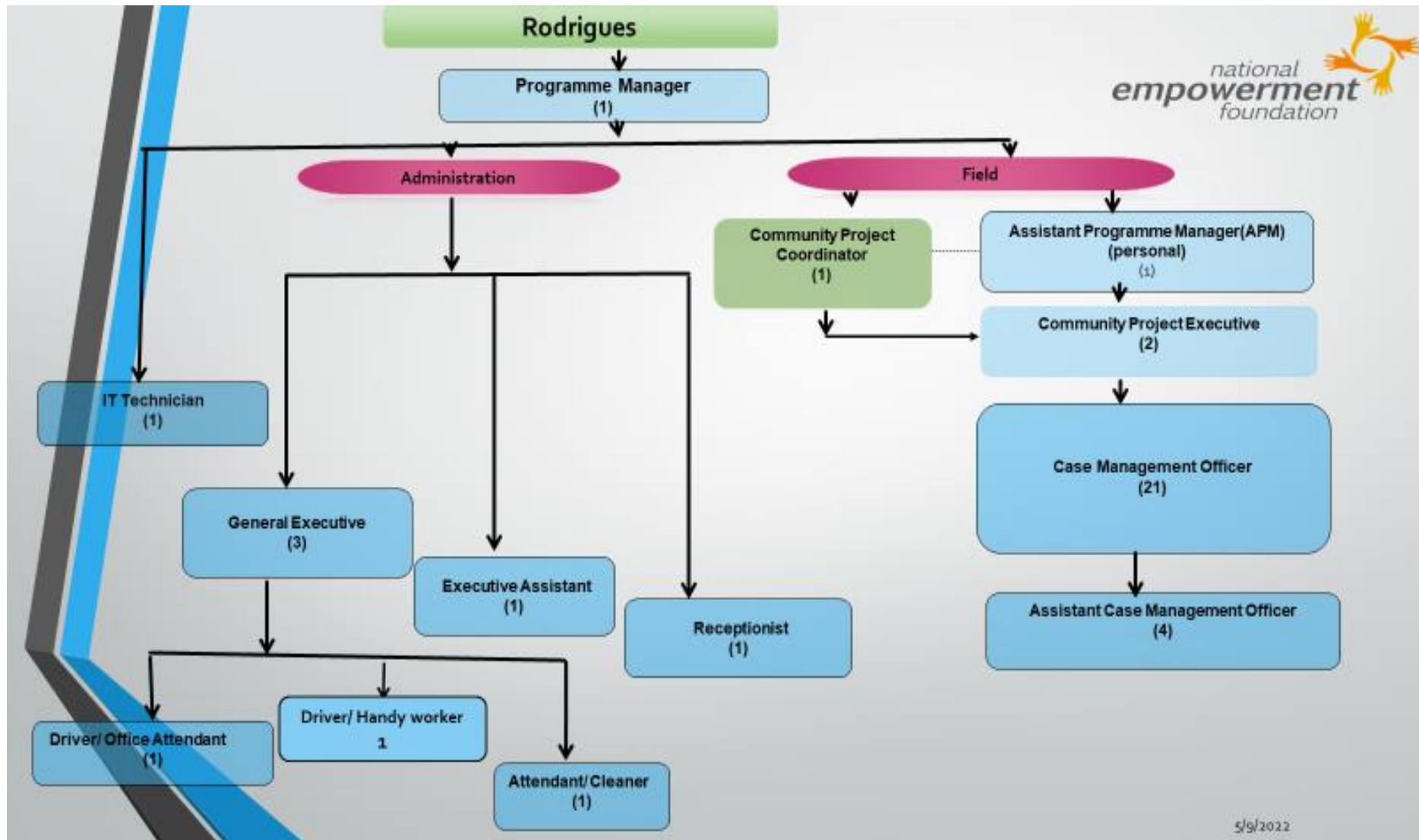












5/9/2022

Appendix 2 Vacancy Requisition Form

(To be filled by Head of Department where a Vacancy has occurred)

Vacancy Reference		Date Raised	
Position Requested		Replacement	Yes/No
Number required		Location	

Job category (Managerial, Staff, Manual, etc)		Job Salary	
Department		Duration of Employment	
Employment Type		Whether on Roster	

Existing Position: Previous Job Holder(s)	
---	--

New Position: Stating reason for creation of posts	
--	--

Position Requirements		
Secondary Qualifications		
Tertiary Qualifications		
Technical/ Professional Qualifications		
Work Experience		
Skills and Competencies	Generic	Functional
	1.	1.
	2.	2.
	3.	3.
	4.	4.
	5.	5.

Approval	Name	Signature	Date
Head of Department			
Human Resource Manager			
Chief Executive Officer			

Hierarchical Reporting	
------------------------	--

Budgeted: Yes/No	If not applicable, please fill in budgetary Approval Form for approval by CEO
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Appendix 3 - Contract of Employment/Job Offer

In reply please quote: NEF/CORP/HR/RST/.....

Date:.....

Name :

Address :

:

Dear Sir,

Employment on Contract as(Post) at the National Empowerment Foundation

I am pleased to inform you that the Board of Directors of the National empowerment Foundation (NEF) has decided to offer you appointment as on a contract of determinate duration of Year/s at the National Empowerment Foundation on the following terms and conditions:

(i)	Effective Date of Employment:	As from your date of assumption of duty within one month
(ii)	Period of Contract:	
(iii)	Probation Period:	The first six months of your appointment will be on probation for the initial period of six months during which your work and ability will be closely supervised/monitored to see whether you are suitable for the job. At the end of the probationary period, subject to your being satisfactorily reported upon with respect to your performance and attendance, you will be confirmed in your contractual appointment which will be affective as from the date you initially assumed duty in the current position.
(iv)	Salary:	Rs..... per month plus salary compensation at approved rates.
(v)	Gratuity:	The equivalent of two months' salary payable on completion of every twelve months satisfactory service.

(vi)	Travelling: By Car/Motorcycle or Refund of Bus Fares	In accordance with the relevant provision of the Human Resource Management Manual 2020.
(vii)	Cell Phone Allowance:	
(viii)	Leave Entitlement:	You will be entitled to annual leave equivalent to 22 working days for every twelve months of service. Such leave may be taken on and off to cater for brief absences or at a stretch for a maximum of 5 days. Any such leave not taken may be cashed at the end of every twelve months service or may be accumulated for the next contract year.
(a)	Annual Leave	
(b)	Leave Entitlement: Sick Leave	You will be entitled to sick leave equivalent to 15 working days for every twelve months of contracted service.
(ix)	Working Hours	<p>Your normal working hours will be from a.m. to..... p.m (<i>as applicable</i>).</p> <p>on weekdays. However, you should be prepared to work during odd hours over and above your normal office hours and also attend duty on Saturdays, Sundays and Public Holidays, whenever required.</p> <p>Your whole time will be at the service of the National Empowerment Foundation and you will normally not be allowed to undertake any private work for reward.</p>
(x)	<i>Other Conditions are as laid down in the Human Resource Management Manual 2020 of the National Empowerment Fund.</i>	

(xi)	Duties	<p>You will be a team member of the National Empowerment Foundation and will report to the Chief Executive Officer or Head of Department (as applicable) in the discharge of the following duties:</p> <p>.....</p> <p>.....</p> <p>.....</p>
(xii)	<p>Termination of Contract:</p> <p>(a) The Board may, at any time, terminate your employment by giving you one month's notice in writing or by paying you one month's salary in lieu of notice;</p> <p>(b) You may resign from your employment by giving one month's notice in writing to the Board or by paying one month's salary to the Foundation; and</p> <p>(c) Should you in any manner misconduct yourself or in the event of unsatisfactory service, the Board may terminate your employment forthwith and thereupon all rights and advantages accruing to your appointment will cease.</p>	
(xiii)	<p>Disclosure of Information</p> <p>All the information that you will have access to or acquire in the course of your employment is confidential and the sole and exclusive property of the Foundation. This information is entrusted to you as fiduciary of the Foundation and is not to be disclosed to any unauthorised third party, now or at any time, including after the expiry of your contract with the Foundation.</p>	
	<p>Any information divulged to unauthorised parties without the prior consent of the Board during your period of employment or thereafter, shall be considered as a breach of confidentiality on your part and shall entail legal proceedings against you by the Foundation.</p>	

(xiv) Certificate of Character

You will have to produce a Certificate of Character as soon as possible obtained from the appropriate authority and proof of your application made to that effect should be copied to the Foundation.

I am to request you to inform me, in writing, within one week of the date of this letter, whether you accept the offer of the employment on the terms and conditions spelt out above, by signing the attached Acceptance Form and returning it to the Foundation along with copy of the contract of employment with your initials on each sheet.

Yours faithfully,

Chief Executive Officer

Acceptance Form

I,, signify my acceptance of the appointment offered to me on a-year contract basis at the National Empowerment Foundation as on the terms and conditions mentioned in the offer of employment dated, a copy of which, duly initialled, is attached.

Name:

Signature:

Date:

:

Appendix 4

CERTIFICATE OF SERVICE

Name:

**Reasons for leaving the
Foundation:**

.....

.....

Post Held: **From:**..... **To:**.....

**Nature of Work
Performed *:**

(**either Finance, HR,
Executive, Administrative,
Registry, Technical,
Enforcement, Supervisory,
etc)*

General Assessment of Employee's Performance during his Career

1. General Conduct:

**2. Work
Performance/Aptitude:**

3. Communications Skills:

4. Relations with People:

Date:

.....
Chief Executive Office

Appendix 5 Application for Annual Leave

PART I (To be filled by applicant)

Surname: First Name:

Post Held:

Date/Period/

Duration of leave: On:..... From/To: No. of Days:
.....

Details of leave (specify whether leave to be
..... spent locally or abroad)

Signature of applicant: Date:
.....

PART II (To be completed by Head of Section)

To state whether staff can be released or not (Yes/No):

.....

What arrangements have been made to cover

..... staff's work during period of leave:
.....

Name: Signature: Date:
.....

PART III (To be completed by Human Resource Department)

Balance of Annual Leave as at date of application:

.....

Name: Signature: Date:
.....

PART IV (To be completed by Human Resource Manager/Chief Executive Officer)

Annual Leave (Approved/Not Approved) :

.....

Name: Signature: Date:
.....

Appendix 6- Undertaking for the Purchase and Wearing of Uniforms

1. I..... holding the post of hereby accept the amount of Rs as uniform allowance (excluding allowance for cardigan) for period January to December for the purchase of all items of uniforms and for tailoring fees for the making of my uniforms in accordance with the approved patterns, colour and materials.

2. I undertake to wear the uniforms while on duty, failing which I may render myself liable to disciplinary action as specified at Section 5.4.3 of the Human Resource Management Manual 2020.

Date:

.....

Signature of Employee

Appendix 7 Undertaking for the Wearing of Protective Clothing/Equipment

1. I..... holding the post of acknowledge receipt of the following items of protective clothing/equipment:

Items	Type	Scale of Issue

2. I undertake to wear the above items of protective clothing/equipment while on duty, failing which, I may render myself liable to disciplinary action as specified at Section 5.4.3 of the Human Resource Management Manual.

Date:

Signature of Employee

Appendix 8 - Salary Structure (Effective as from 1st January 2018)

Salary Code	Salary Scale and Grade
NEF 21	Rs 104, 000 Chief Executive Officer
NEF 20	Rs 59,700 x 1,625 – 62,950 x 1,850 – 68,500 x 1,950 – 74,350 x 2,825 – 80,000 x 3,000 – 83,000 Administrative Manager Communication Manager Finance Manager HR Manager IT Manager Programme Manager Programme Manager (NEF Rodrigues) Project Manager (Civil Engineering)
NEF 19	Rs 34,350 x 925 – 37,125 x 1,225 – 40,800 x 1,525 – 49,950 x 1,625 – 62,950 Assistant Programme Manager (NEF Rodrigues) (Personal) Community Project Coordinator Community Project Coordinator (NEF Rodrigues) Coordination and Monitoring Officer (Personal)
NEF 18	Rs 29,400 x 775 – 32,500 x 925 – 37,125 x 1,225 – 40,800 x 1,525 – 49,950 x 1,625 – 62,950 Engineer (Civil)

NEF 17	Rs 29,400 x 775 – 32,500 x 925 – 37,125 x 1,225 – 40,800 x 1,525 – 49,950 x 1,625 – 56,950 Psychologist
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NEF 16	Rs 27,850 x 775 – 32,500 x 925 – 37,125 x 1,225 – 40,800 x 1,525 – 49,950 x 1,625 – 56,450 Community Project Executive Community Project Executive (NEF Rodrigues)
NEF 15	Rs 25,525 x 775 – 32,500 x 925 – 37,125 x 1,225 – 40,800 x 1,525 – 49,950 x 1,625 – 56,450 Human Resource Management Officer IT Officer/System Administrator
NEF 14	Rs 21,950 x 625 – 23,200 x 775 – 32,500 x 925 – 37,125 x 1,225 – 40,800 x 1,525 – 42,325 Finance Officer
NEF 13	Rs 19,575 x 475 – 21,950 x 625 – 23,200 x 775 – 32,500 x 925 – 37,125 x 1,225 – 40,800 x 1,525 – 42,325 Administrative Officer Case Management Officer Case Management Officer (NEF Rodrigues) Communication Officer IT and Communication Officer (Personal) Procurement and Supply Officer Technical officer

NEF 12	Rs 22,575 x 625 – 23,200 x 775 – 32,500 x 925 – 37,125 x 1,225 – 38,350 Accounts Officer (Personal)
NEF 11	Rs 19,200 x 375 – 19,575 x 475 – 21,950 x 625 – 23,200 x 775 – 32,500 x 925 – 37,125 x 1,225 – 38,350 Confidential Secretary

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NEF 10	Rs 16,400 x 325 – 17,700 x 375 – 19,575 x 475 – 21,950 x 625 – 23,200 x 775 – 32,500 x 925 – 37,125 x 1,225 – 38,350 General Executive General Executive (NEF Rodrigues)
NEF 9	Rs 17,375 x 325 – 17,700 x 375 – 19,575 x 475 – 21,950 x 625 – 23,200 x 775 – 32,500 Accounts Clerk (Graduate) (Personal) Executive Assistant (Graduate) (Personal) HR Assistant (Personal) IT Assistant (Personal)
NEF 8	Rs 18,450 x 375 – 19,575 x 475 – 21,950 x 625 – 23,200 x 775 – 30,175 Supervisor, MPU

NEF 7	<p>Rs 14,050 x 275 – 15,150 x 300 – 15,750 x 325 – 17,700 x 375 – 19,575 x 475 – 21,950 x 625 – 23,200 x 775 – 30,175</p> <p>Accounts Clerk (Non-Graduate) (Personal)</p> <p>Assistant Case Management Officer</p> <p>Assistant Case Management Officer (NEF Rodrigues)</p> <p>Clerical cum Word Processing Operator (NEF Rodrigues) (Personal)</p> <p>Executive Assistant (Non-Graduate) (Personal)</p> <p>Executive Assistant (NEF Rodrigues) (Personal)</p> <p>HR Clerk (Personal)</p> <p>Procurement Clerk (Personal)</p>
NEF 6	<p>Rs 12,490 x 260 – 14,050 x 275 – 15,150 x 300 – 15,750 x 325 – 17,700 x 375 – 19,575 x 475 – 21,950 x 625 – 23,200 x 775 – 25,525</p> <p>Receptionist</p>

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NEF 5	<p>Rs 13,010 x 260 – 14,050 x 275 – 15,150 x 300 – 15,750 x 325 – 17,700 x 375 – 19,575 x 475 – 21,950 x 625 - 23,200 x 775 – 23,975</p> <p>Driver/Handy Worker (NEF Rodrigues) (on roster)</p> <p>Skilled Worker</p> <p>Driver/Handy Worker (on roster)</p>
NEF 4	<p>Rs 12,750 x 260 – 14,050 x 275 – 15,150 x 300 – 15,750 x 325 – 17,700 x 375 – 19,575 x 475 – 21,950 x 625 - 23,200</p> <p>Driver/Cleaner, MPU (Personal)</p> <p>Driver/Office Attendant (Personal)</p> <p>Driver/Office Attendant (NEF Rodrigues) (Personal)</p>

NEF 3	Rs 14,325 x 275 – 15,150 x 300 – 15,750 x 325 – 17,700 x 375 – 19,575 x 475 – 21,475 Senior Office Attendant
NEF 2	Rs 11,970 x 260 – 14,050 x 275 – 15,150 x 300 – 15,750 x 325 – 17,700 x 375 – 19,575 x 475 – 20,050 Attendant/Cleaner (NEF Rodrigues) Office Attendant
NEF 1	Rs 8,615 x 205 – 8,820 x 230 – 10,200 x 250 – 11,450 x 260 – 14,050 x 275 – 15,150 x 300 – 15,750 x 325 – 17,375 General Worker, MPU

The Master Salary Scale is as set out below:

Rs 8,615 x 205 – 8,820 x 230 – 10,200 x 250 – 11,450 x 260 – 14,050 x 275 – 15,150 x 300 – 15,750 x 325 – 17,700 x 375 – 19,575 x 475 – 21,950 x 625 – 23,200 x 775 – 32,500 x 925 – 37,125 x 1,225 – 40,800 x 1,525 – 49,950 x 1,625 – 62,950 x 1,850 – 68,500 x 1,950 – 74,350 x 2,825 – 80,000 x 3,000 – 83,000.