

ADDENDUM TO CONTRACT OF EMPLOYMENT

The following additional terms shall apply in addition to those set out in the contract of employment:

1. The contract will have a duration of ___ year/s, commencing from the date of departure of the employee from the point of hire to the site of employment;
2. The employee will have access to ___(i.e., NHS/HSE, etc.) health and emergency services while living and working in the UK/Ireland/jobsite;
3. The employee is contracted to work a fixed number of hours per week as stated in the employment contract. Any authorized hours worked in excess of the standard hour week will be paid in accordance with the UK/Ireland/jobsite laws;
4. Termination of Contract – Neither party may unilaterally cancel the contract except for just causes, such as in the following cases:
 - I. Termination by Employer:
 - a. The closure or cessation of operations or business
 - b. Serious misconduct by Employee
 - c. Wilful disobedience of the employer's lawful orders
 - d. Absenteeism or insubordination
 - II. Termination by Employee:
 - a. Commission of crime/offense (in law) by the Employer or his representative
 - b. Violations of the employee's statutory rights, including terms and conditions of employment contract by the Employer
5. Should the employee terminate his/her employment before the end of the initial employment contract of ___ years without just cause/s, the employer may require the employee to refund the actual costs incurred related to his/her employment, i.e. recruitment, airfare, training etc.;
6. The Company may also change the place of employment of the employee in exceptional circumstances and if necessary in the interest of the business, but only upon mutual agreement by the parties, and as much notice of any change as possible, provided it is within the United Kingdom/Ireland/jobsite only;
7. Settlement of Disputes

All disputes should in the first instance be settled amicably through negotiations with the Employer. In settling disputes, the assistance of the Labour Attaché or any Embassy official from the Embassy of the Philippines may be requested;
8. The Laws of the UK/Ireland/jobsite will be applied to this Contract;

9. The employer shall provide transportation by air from the point of hire (Manila, Philippines) from the commencement of the contract and on return to the point of hire upon the conclusion of the contract. This transportation provision will be free of charge with no reclaim against the employee. The return airfare shall only be provided if the employee does not renew his/her contract with the employer and returns to the point of hire permanently. This provision is not applicable if the employee is to remain in the UK with his/her employer under a renewed contract.

The employer shall also pay the cost of a standard direct or indirect economy airfare back to the Philippines in the following circumstances:

- a. If the employment is terminated due to the employee being unable to continue working due to work-related or work aggravated injury/illness;
 - b. If employment is terminated through no fault of the individual.
10. In the event of death of the employee during the duration of employment, the Employer shall immediately inform the Philippine Embassy/Labour Attaché nearest the site of employment and/or the POEA and the Employer's Legal Representative about the said occurrence. His/her remains and personal belongings shall be repatriated to the Philippines at the expense of the employer. In case the repatriation of remains is not possible, the same may be disposed of upon the approval of the employee's next of kin and /or by the nearest Philippine Embassy or Consulate at the worksite, at the employer's expense.
11. In case of force majeure, i.e., calamity, crisis, and/or other analogous circumstances, at the job site within the duration of the employment contract of the worker, the employer will repatriate the worker at its expense.

SIGNED BY THE EMPLOYER:

NAME: _____ DESIGNATION: _____

SIGNATURE: _____ DATE: _____

ACCEPTED BY THE WORKER:

NAME: _____

SIGNATURE: _____ DATE: _____