

## **ADDENDUM TO THE EMPLOYMENT CONTRACT**

This Addendum forms an integral part of the Employment Contract entered into between the Employer, and the Employee a Filipino national. All provisions herein shall be deemed incorporated into and read together with the main Employment Contract. In case of conflict, this Addendum shall prevail insofar as it grants greater protection to the Employee.

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1. During the death of the Employee during the terms of this agreement, his remains and personal belongings shall be repatriated to the Philippines to the expense of the Employer. In case the repatriation of remains is not possible, the same may be disposed of upon prior approval of the Employee's next of kin and or by the Philippine Embassy/ Consulate nearest the job site.
2. Termination:  
Neither party may unilaterally cancel the contract except for legal, just and valid cause/s.
  - a. Termination by Employer – The Employer may terminate this contract on grounds of closure or cessation of operation of the establishment/undertaking or due to retrenchment to prevent losses, by serving a written notice to the employee at least one (1) month before the intended date therefore or payment of separation/ termination pay equivalent to one (1) month salary. The Employer shall bear the repatriation expenses of the Employee to the Philippines. The Employer may also terminate this Contract on the following causes: serious misconduct, willful disobedient of Employer's lawful orders, habitual neglect of duties, absenteeism, insubordination, when employee violates customs, traditions and laws of Spain and/or terms of this agreement. The employee shall shoulder the repatriation expenses.
  - b. Termination by the Employee – The Employee may terminate this contract by serving one (1) month in advance written notice to the Employer. If no notice is served, the Employee shall shoulder all expenses relative to this/her repatriation back to his point of origin. The employee may also terminate this Contract without serving notice to the Employer for any of the following just causes: serious insult by the Employer or his/her representative and violation of the terms and conditions of the Employment Contract by the Employer or his/her representative. Employer shall pay the repatriation expenses back to the Philippines.
  - c. Termination due to Illness – Either party may terminate the Contract on the ground of illness, diseases or injury suffered by the Employee. The Employer shall shoulder the cost of repatriation, except in cases of self-inflicted injuries or illness.
3. Settlement of Disputes:  
All claims and complaints relative to the employment contract of the employee shall be settled in accordance with the Company policies, rules and regulations. In the case of employee contests the decision of the employer, the matter shall be settled amicably with the participation of the Labor Attache or any authorized representative of the Philippine Embassy/Consulate nearest competent or appropriate government body in host country or in the Philippines if permissible by host country laws at the option of the complaining party.

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**Name and Signature of Employer**

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**Name and signature of Employee/worker**

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1. Free transportation to the site of employment and in the following cases, free return transportation to the point of origin:
  - a. Expiration of the contract.
  - b. Termination of the contract by the employer without just cause.
  - c. If the employee is unable to continue to work due to work connected or work aggravated injury of illness.
  - d. Force majeure; and
  - e. In such other cases when contract of employment is terminated through no fault of the employee.
2. The employer shall provide worker with personal life accident, medical and repatriation insurance with a reputable insurance company in the host country.
3. The employer shall furnish the worker, free of charge, separate suitable and sanitary living quarters as well as adequate food or food allowance.<sup>1</sup>
4. For the purpose of obtaining an insurance policy for the worker and issuance of OEC, a definite contract duration is required. The initial duration of Contract is \_\_\_\_\_ (*State the duration provided in the MR, if any; if none one (1) year renewable or two (2) years renewable*).

\_\_\_\_\_  
**Name and Signature of Employer**

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**Name and signature of Employee/worker**

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<sup>1</sup> This can still be weighed up, depending on the labor code, customs and practices of the receiving country.