



**DEPARTMENT OF MIGRANT WORKERS
MIGRANT WORKERS OFFICE
WASHINGTON, D.C.**



**CONTRACT VERIFICATION – VARIOUS SKILLS
ADDENDUM TO INDIVIDUAL EMPLOYMENT CONTRACT/OFFER**

Employer : _____
Employee : _____

This addendum amends the employment contract/offer between the abovenamed employer and employee, which is required by the Department of Migrant Workers for verification of employment contract/offer and processing of OFW Pass of the employee.

The parties agree to the inclusion of the following additional terms and conditions of employment in the contract/offer:

1. Free Medical/Dental Services/Accident Insurance

The employer shall provide free medical and dental services including medicines, and personal life accident insurance.

2. Free Roundtrip Transportation from and to the Philippines

The employer shall provide the employee free transportation from the Philippines to the country of work; and free return transportation from the country of work to the point of origin in the Philippines in the following cases: (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 the contract of employment is terminated through no fault of the employee.

3. Just Causes of Termination of Employment

a. Termination by the employer: The employer may terminate the contract on the following just causes: serious misconduct, willful disobedience of employer's lawful orders, habitual neglect of duties, absenteeism, insubordination, revealing secrets of the establishment, and when employee violates customs, traditions and laws of the country of work and/or the terms of the contract. The employee shall pay for his/her repatriation expenses to the Philippines unless payment of such repatriation expenses by the employee is prohibited under the laws of the country of work.

b. Termination by the employee:

i. The employee may terminate this contract without serving any notice to the employer for any of the following just causes: serious insult by the employer or his/her representative, inhumane and unbearable treatment accorded the employee by the employer or his/her representative, commission of a crime/offense by the employer or his/her representative against the employee and violation by the employer of the terms and conditions of the contract. The employer shall pay the repatriation of expenses of the employee to the point of his/her origin in the Philippines.

ii. The employee may terminate the contract without just cause by serving one (1) month in advance notice to the employer. The employer upon whom no such notice was served may hold the employee liable for damages. In any case, the employee shall pay for his/her repatriation expenses to the Philippines unless payment of such repatriation expenses by the employee is prohibited under the laws of the country of work.

c. Termination due to illness: Either party may terminate the contract on the grounds of illness, disease or injury of the employee. The Employer shall pay the repatriation expenses of the employee to his/her point of origin in the Philippines.

4. Repatriation of Human Remains

In the event of death of the employee during the term of the contract, 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 prior approval of the employee's next of kin and/or by the nearest Philippine Embassy or Consulate.

5. Manner of Settlement of Disputes

All claims and complaints relative to the employment contract of the employee shall be settled in accordance with company policies, rules and regulations. In case the employee contests the decision of the employer, the matter shall be settled amicably with the participation of the Labor Attaché or any authorized representative of the nearest Philippine Embassy or Consulate or appropriate government body in the country of work or in the Philippines if permissible by the laws of the country of work, at the option of the complaining party.

Signature over Printed Name
Employer

Signature over Printed Name
Employee

Note: No modification/alteration shall be made on this Addendum.