

## ADDENDUM TO THE EMPLOYMENT CONTRACT

The herein provisions constitutes as an Addendum to the Employment Contract entered into between

\_\_\_\_\_  
(The Employer)

And

\_\_\_\_\_  
(The Employee)

\_\_\_\_\_  
(Position of the employee)

To wit:

**DURATION OF THE CONTRACT:** \_\_\_\_\_  
(Definite period for a minimum of one (1) year)

### PLACE OF WORK

The workplace of the employee is at \_\_\_\_\_

### AIRFARE

The employer shall provide free airfare from the worker's point of origin (Philippines) to the work site in the following cases, free return airfare to the point of origin (Philippines):

- a. Termination of contract during the probation period
- b. Expiration of contract
- c. If the employee is unable to continue to work due to work-related or work-aggravated injury or illness
- d. Force majeure such as: Insurrection, terrorism, strikes or other labor difficulties, riot, national emergencies, war, acts of public enemies, fire, floods, typhoons, epidemic or other catastrophes
- e. In such cases when the contract of employment is terminated through no fault of the employee

### REPATRIATION OF REMAINS

In case of death of the employee, the Employer shall bear the expenses for the repatriation of the remains of the employee and his personal properties to his relatives in the Philippines, or if the repatriation of remains is not possible under certain circumstances, the proper disposition thereof upon previous arrangement with the worker's next-of-kin, and/or by the Philippine Embassy/Consulate nearest the jobsite.

### TERMINATION

- a. Termination by the Employer: The employer may terminate this Contract on the following just causes: serious misconduct, willful disobedience of employer's lawful orders, habitual neglect of duties, absenteeism, insubordination, revealing secrets of establishment, engaging in trade union activities, when employee violates customs, traditions and laws of Macau Labour Law and/or terms of this Agreement.
- b. Termination by the Employee. 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 representative, inhuman and unbearable treatment accorded the employee by the employer or his representative, commission of a crime/offense by the employer or his representative, and violation of the terms and conditions of the employment contract by the employer or his representative.
- c. The employee may terminate this Contract without just cause by serving \_\_\_\_\_ days advance written notice to the employer. The employer upon whom no such notice was served may hold the employee liable for damages.
- d. Termination due to illness: Either party may terminate the contract on the ground of illness, disease or injury suffered by the employee.
- e. The Employer shall be responsible for the repatriation for the repatriation cost of the Employee to place of habitual residence, regardless of the reason for termination of the labor relation.

**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 Philippine Embassy/Consulate nearest the site of employment.

In case the amicable settlement fails, the matter shall be submitted to the competent or appropriate government body in the host country or in the Philippines if permissible by the host country laws at the option of the complaining party.

Signed:

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(Full name and signature of employer)

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(Full name and signature of employee)