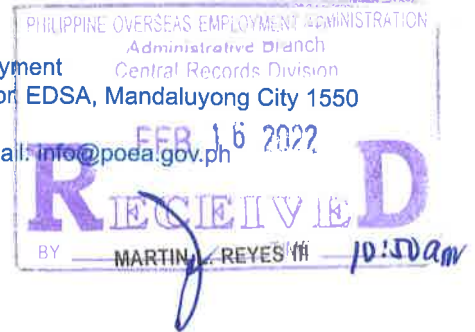




**Philippine  
Overseas  
Employment  
Administration**

Republic of the Philippines  
Department of Labor and Employment  
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**MEMORANDUM CIRCULAR No. 07  
Series of 2022**

**To : ALL CONCERNED**

**Subject : Addendum to the Employment Contract covering Overseas Filipino Workers for New Zealand**

Pursuant to Sections 134 and 135, Rule I Part V of the Revised POEA Rules and Regulations Governing the Recruitment and Employment of Landbased Overseas Filipino Workers of 2016 on the Employment Standards and Minimum Provisions of Employment Contracts, an *Addendum to the Employment Contract covering Overseas Filipino Workers for New Zealand* is hereby issued by this Administration as an additional requirement relative to the deployment of workers in New Zealand.

For Implementation and operationalization, the following must be observed:

- a. The principal/employer shall submit a verified / authenticated Addendum to the Employment Contract (See Annex) to the Landbased Center through their Philippine Recruitment Agency/ies in their requests for accreditation.
- b. The POEA shall also develop an addendum to cover workers similarly situated in other countries of destination as necessary.

For strict compliance.

  
fa **BERNARD P. OLALIA**  
**Administrator**

**CONTROLLED AND DISSEMINATED**  
BY CRD ON FEB 16 2022

**Addendum to the Employment Contract  
Covering Overseas Filipino Workers in New Zealand**

In addition to the obligations of the Parties set forth in the main employment contract and pursuant to Section 136 Rule 1 Part V of the POEA Revised Rules and Regulations Governing the Recruitment and Employment of Landbased Overseas Filipino Workers of 2016, herein provisions constitute as an Addendum to the Employment Contract entered into between

\_\_\_\_\_  
(herein referred to as Employer)  
and  
\_\_\_\_\_  
(herein referred to as Employee)

**To wit:**

**1. Resignation or Employment Termination by the Employee:**

1.a. Should the employee decide to resign from his/her employment or pre-terminate his/her employment without cause, the employee must provide the employer a written notice of at least six (6) weeks prior to the effectivity of his/her resignation or pre-termination of employment without cause. Parties, upon submission of the resignation, may agree on the extension of the notice period due to the requirements of the position. The said agreement shall be in writing and signed by both parties.

The worker and the employer must furnish their deploying Philippine Recruitment Agency (PRA) with the copy of the resignation letter and the agreed extension of the notice period (if any) to facilitate reporting by the agency of the deployed employee's status to the Philippine Overseas Employment Administration (POEA);

1.b. The employee acknowledges that the notice period is fair and reasonable to allow the Employer as being necessary to recruit a replacement, delegate or transfer work assignments, settle applicable claims and final wages and benefits and to accomplish all other exit formalities.

1.c. The employer cannot refuse the resignation of the employee nor force the latter to work against his will. The employee may avail of legal remedies to protect his/her rights and address his /her grievances.

1.d. Should the employee fail to observe the notice period as provided herein or as agreed upon by the parties in writing, the employee may be classified as absent without leave and Employer can initiate the company's

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disciplinary procedures upon employee's failure to comply with the notice to return to work.

1.e. The employer may also resort to available legal recourse to recover the damages, losses or expenses it incurred for reason of employee's failure to observe the notice period, or if employee is terminated from service for valid cause. The employer at his discretion, and to the extent reasonably necessary, may disclose such information during background and employment-reputation checks, as well as character and integrity checks by any third party, relative to the employee's job application with other companies, obtaining residency status and such other similar processes.

## **2. Obligation of Employee to reimburse Relocation costs by reason of resignation or Termination:**

2.1 In the event that the employee resigns without valid and reasonable cause or without the Employer's fault, or is terminated from employment due to misconduct or serious misconduct, fraud or misrepresentation or any other acts considered as criminal acts under New Zealand law, committed by employee prior to the completion of his/her employment contract, s/he shall be required to reimburse the employer the actual costs of Relocation expenses, or, the actual Relocation costs, on a 'pro rata basis,' proportionate to the duration of the employment contract.

The relocation costs will be divided based on the number of months of the signed employment contract. The employee shall reimburse the employer for the remaining unserved months of the contract. The standard rules of rounding off to the nearest month will be applied in computing the reimbursable amount.

The Relocation costs referred herein are as follows:

- a. Visa application expenses, including immigration advising service fees, if applicable (cost at the time of filing);
- b. Airfare from Philippines to New Zealand (cost at the time of purchase);
- c. Managed isolation upon arrival in New Zealand (cost at the time of booking), if applicable;
- d. Quarantine cost in New Zealand (cost at the time of booking), if applicable; and
- e. Training Costs and skills testing expenses in securing Certificate of Competency from government agencies or other competent certifying body for the job/industry applied for, and as required for employment in New Zealand.

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Prior to the employee's deployment, s/he shall be furnished by the agency a copy of the list and actual cost of relocation expenses (supported by official receipts or its equivalent document) to be duly-acknowledged and signed by the employee.

- 2.2. Parties may agree in writing, on the manner of payment of the relocation costs.
3. There shall be no other charges in whatever amount, form, manner or purpose, that shall be incurred by employee except those specified herein and such other expenses allowed by existing laws of the Philippines and New Zealand.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined above. These additions shall be made valid as if they are included in the original or main contract. This Addendum supplements, revokes and/or supersedes inconsistent provisions of the main Employment Agreement/Contract dated and signed on \_\_\_\_\_.

**Conformity**

\_\_\_\_\_  
Printed Name and Signature  
EMPLOYER

Date: \_\_\_\_\_

Verified

POLO-Wellington

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Signature  
EMPLOYEE

Approved and registered

POEA-Manila

Date: \_\_\_\_\_

CONTROLLED AND DISSEMINATED  
BY CRD ON FEB 16 2022