



2 Walls Road, Penrose
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Phone: 09 526 8770

ADDENDUM TO THE EMPLOYMENT CONTRACT

The following provisions shall form part of the Employment Contract, and shall supersede all other approved addendum issued before this.

1. **Free Transportation** (to and from the job site country)
2. **Over time pay:** As per New Zealand Labour Law
3. **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 thereof or payment of separation/termination pay equivalent to one (1) month salary. The employer may also bear the repatriation expenses of the employee. The employer may also terminate this Contract on the following just causes: serious misconduct, wilful 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 trade union activities, when Employee violates customs, traditions, and laws of New Zealand and/or terms of this Agreement. The employee shall shoulder the repatriation expenses.
 - b. **Termination by 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 repatriation back to his point of origin. The employee may also terminate this contract without 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 in violation of terms and conditions of the employment contract by the Employer or his representative. Employer shall pay the repatriation expenses back to the Philippines.
 - b. **Termination due to illness** - Either party may terminate the contract on the ground of illness, diseases or injury suffered by the employee. The employee shall have shouldered the cost of repatriation
4. In the event of the Employee's death during the terms of this agreement, his 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 Philippines Embassy / Consulate nearest the jobsite.

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5. CONTRACT DURATION

- a. This Agreement comes into effect on the date the Employee's departure from the point of origin.
- b. The duration of this agreement is at minimum of twelve (12) months, subject to extension based on the approved New Zealand work visa and in compliance with the New Zealand.

Any other Terms and Conditions of Employment not provided in this Addendum of the Employment Contract shall, unless the context otherwise requires, be governed by the original employment Contracts attached herewith.

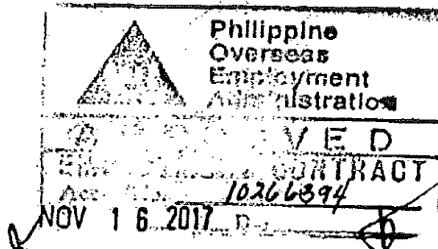
FOR AWF LIMITED



KURT PETER REED
Divisional Manager

FOR THE EMPLOYEE

(Signature over Printed Name)



ADDENDUM TO THE REVISION E.C.
(2 PAGES)

