

POLO ADVISORY

VERIFICATION OF EMPLOYMENT CONTRACTS AND ISSUANCE OF OVERSEAS EMPLOYMENT CERTIFICATES (OEC) FOR VACATIONING OFWs

For Filipino workers in Australia, New Zealand and Other Pacific Islands under the jurisdiction of POLO Canberra planning to have a vacation or those who are already vacationing in the Philippines who:

- Have existing record with POEA but who changed employer on-site or who transferred from another country;
- Have no record from POEA when they exited the Philippines and was employed onsite such as those previously holding visas other than working or open work visa.

Please be advised that you need to process your OEC in the Philippines per POEA Memorandum Circular 02 series of 2019.

POLO will verify employment contract which the worker needs to present to POEA as a requirement when applying for an OEC under Balik Manggagawa (Returning Worker).

Effective 15 May 2019, the following requirements must be submitted for verification of employment documents as a pre-requisite for OEC issuance:

1. Hard copy of the employment contract (full time or permanent)
2. Hard copy of Signed addendum as hereto attached to comply with the minimum requirements of the POEA in employing Filipino Workers abroad which will form part of your existing employment contract
3. Hard copy of Working Visa
4. Photocopy of worker's passport biopage
5. Paid self-addressed return envelope (Australia) or airwaybill from international courier (outside Australia) to your preferred location of receipt (jobsite or Philippines) of documents.

An insurance policy may be submitted in lieu of the addendum provided there is a provision for repatriation and medical evacuation to the Philippines in case of worker's death or severe illness.

The verification fee is AU\$18.00 payable to POLO - Philippine Embassy
Payment may be made through Australian Money Order (Australia) or a Bank Check / Draft

Please send the foregoing requirements through mail/courier to POLO, Philippine Embassy Canberra-POLO, 1 Moonah Place, Yarralumla ACT 2600, Australia.

Note:

1. For Filipino Workers whose OECs were processed under the name hire and agency hire with verified employment contracts and have not changed employer, they may create their BM Online accounts through this website: www.bmonline.ph and set an appointment to the nearest POEA in their location in the Philippines and present their verified employment contracts.
2. For Filipinos Workers whose OECs were previously processed under BM Online and did not change employer and jobsite, they may acquire exemption through their BM Online Account.

ADDENDUM TO THE EMPLOYMENT CONTRACT

The herein provisions constitute 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: _____

OVERTIME RATE

All the time worked beyond an employee’s ordinary time of work, Monday to Friday must be paid for at the rate of _____

Ordinary hours of work

The ordinary hours will be 38 hours per week for Australia and 40 hours per week for New Zealand worked between _____, Monday to Friday.

Penalty rates

Overtime worked on Saturday, Sundays and public holidays must be paid for at a rate of _____

PLACE OF WORK

The employer may assign the employee to any project within _____

AIRFARE

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

- a. Termination of contract during the trial period
- b. Expiration of the contract
- c. If the employee is unable to continue to work due to work-related or work-aggravated injury or illness;
- d. Force majeure; and
- e. In such cases when contract of employment is terminated through no fault of the employee.

REPATRIATION OF REMAINS

In the event of death of the employee during the terms of this agreement, his remains and personal belongings shall be repatriated to the Philippines at the expense of the employer. In the case the repatriation of remains is not possible, the same maybe disposed of upon prior approval of the employee's next of kin and/ or by the Philippine Embassy/ Consulate nearest the jobsite.

JUST CAUSES OF TERMINATION

- a. Termination by employer. The employer may 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, when employee violates customs, traditions and laws of host country and/ or terms of this agreement. **The employee shall shoulder the repatriation expenses.**
- b. Termination by 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 or offense by the employer or his representative. **The 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, disease, or injury by employee. **The employer shall shoulder the cost of repatriation.**

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 case the employee contests the decision of the employer, the matter shall be settled amicably with the participation of the Labour Attaché 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.

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.

Signed:

(The Employer) Printed name and signature

(The Employee) Printed name and signature