***2023-BD2-1826-n/a***

**EMPLOYMENT CONTRACT**

This EMPLOYMENT CONTRACT (“**Contract**”) made and executed by and between:

1. **PCN PROMOPRO, INC.,** a corporation duly organized and existing under Philippine laws, having its registered office at 27 CRESTA STREET, BARANGAY MALAMIG, MANDALUYONG CITY and 30 ARAYAT STREET, BARANGAY MALAMIG, MANDALUYONG CITY, and herein represented by its President, Rey Ferdinand S. Binuya, herein referred to as the “EMPLOYER”;

****

**-and-**

1. **MARK VIC MACABUHAY VARGAS , FILIPINO, OF LEGAL AGE, SINGLE/MARRIED,** and with residence and postal address at **IBABA DEL NORTE DOLORES ST. PAETE LAGUNA** herein referred to as the “EMPLOYEE.”

Voluntarily binding themselves to the following terms and conditions:

1. The Employer will provide services for a specific job or undertaking farmed out by **ASFI**, under a duly executed Service Agreement.
2. The Employee shall be assigned at **ASFI**, with office at **Tektite East Tower Room #1203 Pasig City**.
3. **JOB TITLE AND DESCRIPTION**. As a **Merchandiser**, the employee shall perform the following duties and undertake the following responsibilities:
4. At all times during the effectivity of this Contract, the Employee is required to comply with all existing rules, regulations and adhere to all pertinent policies as well as those which may hereafter be issued and mandated by the Service Agreement, including but not limited to those governing order and discipline, honesty, safety and security, work assignments and standard operating procedures, use of Company properties and access to matters of confidentiality, and such other rules deemed necessary in the conduct of business or tasks assigned under this Contract and other relevant KPIs specific to the brands or positions to which they are respectively assigned ;
5. Receives deliveries;
6. Transfer stocks from back-up to selling area, using FIFO procedure;
7. Maintain an attractive, and dominant display and merchandising at point of purchase;
8. Removes damaged stocks from the display area;
9. Keeps inventory of stocks, including back-up;
10. Building and maintaining trade and consumer relationship;
11. Stand as an Ambassador of Goodwill for Alliance Select Foods Int’l Inc.;
12. Ensure proper placement of updated merchandising materials;
13. Ensure correct product pricing;
14. Safekeeping, maintenance and upkeep of merchandising tools and equipment assigned and;
15. Generation of reports and consumer’s feedback.
16. **EMPLOYMENT STATUS**

* **Probationary**

1. **DURATION OF EMPLOYMENT**. Employee will commence to perform the services in favor of **ASFI** from **April 01, 2018** to **December 31, 2018.**

Employee shall receive **Php 512.00** per day, payable every **15th** and **30th** of the current month to cover up for services rendered and, may be adjusted according to the provision of the Labor Code of the Philippines depending on the tripartite wage rate of the region.

**** Daily Rate/day

(based on RWB, incl. of E-COLA if applicable ) ---- P 512.00

E-COLA ---- P 0.00

Communication allowance /day ---- P 0.00

Transportation and Meal allowance/day ---- P 0.00

1. **PLACE OF WORK.** The employee shall perform the services at **Rustans Makati/San Antonio/Rockwell**.
2. **WORK HOURS**. The Employee will render work for eight( 8) hours , **6** days a week, in accordance with the work hours to which he/she will be assigned.
3. **PAYMENT OF COMPENSATION/BENEFITS.** The Employer shall be responsible for the payment of all compensation and other benefits to the Employee. Nothing herein shall make the latter an employee of the Principal.
4. **SOLIDARY LIABILITY**. The Company recognizes the solidarity liability on its part as Employer and **ASFI** in the event of violation of any provision of the Labor Code including the failure to pay wages.
5. **TERMINATION.**
6. Termination by Employer – The Employer reserves its right to terminate this Contract even prior to the expiration of the employment period or completion of the project, for any of the just and authorized causes provided by law, including but not limited to : serious misconduct, wilfull disobedience of employer’s lawful orders, habitual neglect of duties, failure to meet prescribed KPI’s stated below, absenteeism, insubordination, revealing secrets of establishment, or any violation of the terms and conditions herein set forth.
7. Termination by Employee – The Employee may terminate this Contract for any of the just causes provided by law, subject to service of at least one (1) month written notice given to the Employer.
8. Termination due to Illness or Death; Either party may terminate this Contract on the ground of illness, disease, death or injury by the Employee.
9. **CONFIDENTIALITY –** The Employee agrees that all record and documents of the Company and all information pertaining to its business and/or its affairs and that of its customers, which may come into the Employee’s knowledge and custody during the period of employment, are absolutely confidential and unauthorized disclosure or reproduction of the same should not be made at any time during and/or after employment. The Employee hereby agrees that any breach of confidentiality shall constitute sufficient ground for immediate termination for cause, and/or civil and criminal liability.

PREPARED BY:

**Annalyn Gumarang**

HR Assistant

NOTED BY: ENDORSED BY:

**Chit Juat Mejia**  **Michael Cortez**

HR Head Merchandising Manager

APPROVED BY:

**Frederick Ramos**

Field Supervisor AVP BD2

Conforme :

(Signature over Printed Name)

Date : October 17, 2023

SSS # : 04-3698908-30

PhilHealth # : 08-251490880-6

Pag-Ibig # : 1211-7647-1570

TIN # : 480-031-196-000

Contact No. : 11111111111 Day-off: \_\_\_\_\_\_\_\_\_\_\_\_

ID # : n/a

**MERCHANDISER’S KPI**

1. **PRODUCT DISPLAY**

* Maintaining Fullness of display at all times
* Improving display facing
* Preventing out stocks
* ****Well managed, clean and presentable stocks display and proper handling of products
* Correct and proper price marking of all products

1. **INVENTORY MANAGEMENT**

* Accuracy in inventory reports / on time submission
* Orderly arrangement of stocks

1. **COMPETITIVE MONITORING**

* Complete / detailed information
* Prompt reporting of any competitive activity

1. **ATTENDANCE**

* Presence in the outlet as scheduled
* Punctual in reporting for work
* Attends regular meeting day

1. **HUMAN RELATIONS**

* Maintains good and effective relationship to fellow merchandiser and outlet personnel
* Effective in dealing with people, quickly wins confidence and respect of his/her superior
* Very quick to extend help

1. **PERSONALITY AND GROOMING**

* Exercise courtesy to outlet personnel and adherence to the rules and regulations
* Knowledge and observance of agency rules on discipline and conduct
* Wearing of prescribe uniform