

***2023-BD1-2023\_BD1\_33-2147483647***

**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 herein represented by its President, Rey Ferdinand S. Binuya, herein referred to as the “EMPLOYER”;

****

**-and-**

1. **BABY CAKES MALATEKS JEJEMEN, FILIPINO, OF LEGAL AGE, SINGLE/MARRIED,** and with residence and postal address at **#27 BANSALANGIN ST PAYATAS B** 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 **UNILEVER RFM SELECTA ICE CREAM INC.**, under a duly executed Service Agreement.
2. The Employee shall be assigned at **UNILEVER RFM SELECTA ICE CREAM INC.**, with office at **MANGGAHAN LIGHT INDUSTRIAL PARK, 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. To bundle at least \_\_\_\_\_\_\_\_\_\_\_/day of \_\_\_\_\_\_\_\_\_\_ products.
6. To ensure that all materials are well kept and counted as per instruction from your immediate supervisor.
7. Coordinates with the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
8. Get comments, feedback from consumers and competitive activities;
9. Must assist and do the necessary legwork
10. Must be aware of the exact location of the stocks inside the venue (malls or school/buildings.)
11. Monitors the stocks movement to ensure that there are available stocks of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ product samples inside the sampling area.
12. Must fill up the report forms accordingly.
13. Must wear the prescribed uniform neatly and PCN ID during the eight (8) hours work.
14. **EMPLOYMENT STATUS**

* **Project Based**

1. **DURATION OF EMPLOYMENT**. Employee will commence to perform the services in favor of **UNILEVER RFM SELECTA ICE CREAM INC.** from **December 31, 2023** to **July 31, 2024** under the project of **ULP Q3 PCN OG SMKT - A1113 - SURF FABCON 69ML 6+1 Q3.**

Employee shall receive **Php 610** per day, payable every **weekly cut-off** 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 610

E-COLA ---- P **0**

Communication allowance /day ---- P **0**

Transportation and Meal allowance/day ---- P **0**

1. **PLACE OF WORK.** The employee shall perform the services at **CUBAO, GMA**.
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 **UNILEVER RFM SELECTA ICE CREAM INC.** 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:

**Noel Labasan**

HR IS Specialist

NOTED BY: ENDORSED BY:

**Aiza Arellano**  **Noel Labasan**

HR Operations Manager HR Specialist

APPROVED BY:

**Ariel B.co**

HR Head

Conforme :

(Signature over Printed Name)

Date : December 07, 2023

SSS # :

PhilHealth # :

Pag-Ibig # :

TIN # :

Contact No. : 2147483647 Day-off: \_\_\_\_\_\_\_\_\_\_\_\_

ID # : 2147483647

**BUNDLER’S BEHAVIORAL CLAUSE**

1. To follow and obey all legitimate instructions and directions of his his/her immediate superior
2. To accomplish and submit all mandatory reports on time
3. To treat all staff, clients, partners/dealers/stores with respect all the time
4. To follow all rules and policies partners/dealer/stores
5. ****To attend all mandatory meetings dictated by Agency
6. To always be on time for work
7. To liquidate expenses on time
8. To always observe proper grooming at all times
9. No posting of any photographs in any social media account that are confidential and/or will jeopardize the integrity of the Brand, Client and/or the agency.

**BUNDLER’S KPI**

* Brilliant Execution Key Result Areas/Product Accomplishment (Scheme, Configuration, Quantity delivered, Speed)
* Accomplished correct and clean banding banding configuration
* Accomplished on time and in full finished product.
* No Damage Done
* Ensures Finished Product base on allocation
* Submits all reports requirements on time and in full.
* Works effectively and able to budget time even with minimal supervision.
* Volume and quality of tasks/goals were met.
* Complied with all requirements, policies and procedures of PCN.
* Attended work on time.
* Attended work, meetings. (no absence)
* Maintains harmonious relationship with co-workers and superiors.
* Abides by the non-disclosure clause agreement of confidential information, promo materials and the like.
* Has the initiative and resourcefulness to do things that will lead to brilliant execution: (ex. Can work with minimum supervision, etc).
* Exhibited ability to work in any given circumstance or pressure. (Nakakapagtrabaho kahit saan, kahit ano'ng pangyayari at kahit anong bigat)
* Always well groomed and has a cheerful disposition.