**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”;

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_

**-and-**

**${Value1}, FILIPINO, OF LEGAL AGE, SINGLE,** and with residence and postal address at **${Value2}** 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 **${Value3}** under a duly executed Service Agreement.
2. The Employee shall be assigned at **${Value4}** with office at **${Value5}**.
3. **JOB TITLE AND DESCRIPTION**. As a **${Value6}** 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. Receiving/ Releasing Spare parts and accessories to Technician and specialists.
6. Prepare and releasing OD Delivery Receipt(DR) for all supplied parts and accessories to Technicians, Dealers and LSP’s.
7. Assist Technician and Specialists on Spare parts pull out prepare/ release of return (RT) for all returned good spare parts, tools, consumables, accessories and device on hand.
8. Receiving and checking of proper documentation of all returned devices from field and other agencies initiated by Unilever,Customer Engagement Centre (CEC) and the service team.
9. Receiving and stocking of RMR Spare parts acquired from Cannibalization of Status 97 devices from service helpers.
10. Prepare and submit Receiving Reports(RR) and release Delivery Receipt( DR) documents of all incoming spare parts.
11. Cheking of Inventory, manual count actual against system generated.
12. Cheking of spare parts, consumables and accessories required for replenishment or need acquisition.
13. **EMPLOYMENT STATUS**

* **${Value7}**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **DURATION OF EMPLOYMENT**. Employee will commence to perform the services in favor of **${Value3}** from **${Value8}**.

Employee shall receive Php **${Value10}** per day, payable every **10th**  and **25th** 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 \_\_\_\_\_

E-COLA ---- P \_\_\_\_\_

Communication allowance /per month ---- P ${Value10a}

Transportation and Meal allowance/month (actual) ---- P ${Value10b}

1. **PLACE OF WORK.** The employee shall perform the services at **${Value11a}**.
2. **WORK HOURS**. The Employee will render work for eight( 8) hours , **${Value12}** 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 **${Value3}** in the event of violation of any provision of the Labor Code including the failure to pay wages.5
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:

**${Value16}**

${Value17}

NOTED BY: ENDORSED BY:

**${Value18}** **${Value20}**

${Value19} ${Value21}

APPROVED BY:

**${Value22}**  ${Value23}

Conforme : **${Value1}**

(Printed Name and Signature)

Date : ${Value14} ${Value13}, ${Value15}

SSS # ${Value26}

PhilHealth # ${Value27}

TIN # ${Value29}

PAG-IBIG # ${Value28}

Supervisor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Day-off: \_\_\_\_\_\_\_\_\_\_\_\_

Contact No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID # \_\_\_\_\_\_\_\_\_\_\_\_

**CSA BEHAVIORAL CLAUSE**

1. To follow and obey all legitimate instructions and directions of his his/her Service Supervisor Trainee/ LSP Lead
2. To accomplish and submit all mandatory reports on time
3. To treat all staff and clients of Pureit partners/dealers with respect all the time
4. To follow all rules and policies of Pureit partners/dealer
5. To attend all mandatory meetings dictated by Agency
6. To always be on time for work

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_

1. To liquidate expenses on time
2. Always wear clean attire.

**CSA KPI**

.The appointment shall be subject to termination if the appointee is unable to meet the minimum acceptable performance

. Achieving Netsuites LSP GMA service efficiency.

. 100% Encoding of Warranty Cards every end of the month.

. On Time Generation of GKK Marketing Hitlist for PWE, SS,LO

. Real time closure of Netsuites case based on ST/SS Reports.

. Proper Scheduling and Coordination with CEC

. Regular alignment with LSP Lead/ SST

. Give daily update regarding scheduling netsuites cases, netsuites score to LSP Lead and