***${Value15}-BD1-${Value33}-${Value31}***

**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. **${Value1}, FILIPINO, OF LEGAL AGE, SINGLE/MARRIED,** and with residence and postal address at **${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 **${Value3}**, under a duly executed Service Agreement.
2. The Employee shall be assigned at **${Value3}**, 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. Train and supervise merchandisers / promodisers on the proper display of all the products that are assigned to them

* Conducts proper orientation and training to all the merchandisers /promodisers before they are deployed in the outlet assignment.
* Ensures that the display guidelines (PLANOGRAM) are followed by the assigned merchandisers / promodisers
* Ensures that all available products are out of the bodega and properly displayed in the selling area.
* Ensures that all assigned display merchandisers/ promodisers sure always reminded of the FIFO (First In-First Out) system of the display.
* Ensures that all necessary POP materials are properly installed in all the outlets.
* Assist the merchandisers / promodisers in the negotiation of additional shelf display safeguard existing shelf facings.
* Ensures of proper outlet endorsement and turnover of new and expiring merchandisers

1. Coordinates with the client’s representative in relation to:
   1. Providing accurate and complete inventory.
   2. Provides assistance in negotiation of additional shelf display, safeguard existing shelf facings.
   3. Implementation of merchandising POP collaterals.
2. **EMPLOYMENT STATUS**

* **${Value7}**

1. **DURATION OF EMPLOYMENT**. Employee will commence to perform the services in favor of **${Value3}** from **${Value8}** to **${Deo9}**.

****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 ${Value10}

E-COLA ---- P ${Value10c}

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

Meal allowance/day ---- P ${Value10e}

Transportation allowance/day ---- 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. **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 :

(Signature over Printed Name)

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

SSS # : ${Value26}

PhilHealth # : ${Value27}

Pag-Ibig # : ${Value28}

TIN # : ${Value29}

Contact No. : ${Value32} Day-off: \_\_\_\_\_\_\_\_\_\_\_\_

ID # : ${Value31}

**FIELD MERCHANDISING SUPERVISOR’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.

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**FIELD MERCHANDISING SUPERVISOR’S KPI**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
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| 1. 100% PS ACHIEVEMENT (OSA,NPI,PRICE TAG, SHELF STANDARD, PROPOSITION, PROMOTION) = 25% | | | | | | | | |
| 2. 100% MERCHANDISERS ATTENDANCE. = 10% | | | | |  |  |  |  |
| 3. 100% FMS ATTENDANCE. = 10% | | | |  |  |  |  |  |
| 4. OTIF EXECUTION ACTIVATION (ISB, IWB, CUSTOMIZE ACTIVITY). = 10% | | | | | | |  |  |
| 5. OTIF EXECUTION MERCHANDISING (SUSTAINING MERCH PLACEMENT, FIFO, GHQ, POG, .65% TR, REPORT SUBMISSION) = 10% | | | | | | | | |
| 6. 100% COMPLIANCE OTIF AUTOMATION POSTING. = 12.5% | | | | | |  |  |  |
| 7. 100% ACCURACY AUTOMATION POSTING. = 12.5% | | | | | |  |  |  |
| 8. CUSTOMER RELATION, MANAGING CUSTOMERS (OPS, MAE, FEE/M, TRADE PARTNERS). = 10% | | | | | | | | |
|  |  |  |  |  |  |  |  |  |
| **SUMMARY:** | |  |  |  |  |  |  |  |
| 1. 25% |  |  |  |  |  |  |  |  |
| 2. 10% |  |  |  |  |  |  |  |  |
| 3. 10% |  |  |  |  |  |  |  |  |
| 4. 10% |  |  |  |  |  |  |  |  |
| 5. 10% |  |  |  |  |  |  |  |  |
| 6.7. 25% |  |  |  |  |  |  |  |  |
| 8. 10% |  |  |  |  |  |  |  |  |
| **TOTAL = 100%** | |  |  |  |  |  |  |  |