***${Value15}-BD2-${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. Implements merchandising standard set by the Principals on the basis of merchandising guidelines given by the Principals on:

* Product;
* Promotion;
* Placement ;

1. Secures, assists, negotiates display spaces;
2. Ensures facing maintenance and improvement;
3. Collates and process delivery, inventory and off-take reports, competitive reports and other reports;
4. Provides suggested order and requests corrective measure on stock weights at branch level;
5. Assists in securing orders via timely submission of inventory folder for manual PO accounts following the booking schedule;
6. Ensures display set-up for new stores prior to store opening;
7. Ensures presence of merchandiser during delivery schedules for accounts requiring such;
8. Provides replacement/reliever for stores with absent merchandisers or under backlog deployment.

**Promotions**

1. Implements and provides summary of results for promotional activities in-store;
2. Negotiates for space and coordinates in-store promotions for the Principals to accounts

**Administrative**

1. Submits, recommends working schedule of manpower requirements of the Principals;
2. Submits delivery, inventory and off-take report and other pertinent reports indicated on the Service Level Agreement of each Principal;
3. Submits merchandising and performance evaluation report

**Sales/Volume Contribution**

1. Coordinates with Key Account Manager on volume contribution of branch covered;
2. Helps ensure branch volume contribution by means proper merchandising, implementation of promotional activities, stocks availability and stock weight correction;

**Distribution Coverage**

1. Ensure nationwide merchandising coverage for Supermarket Accounts and Drugstores.
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/month ---- 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 KPI**

|  |  |  |
| --- | --- | --- |
|  | **CRITERIA/RATING POINTS** | **TARGET** |
| **I.** | **Merchandising Function** | **50%** |
|  | > Briefs refillers on the importance of following the merchandising guidelines set by client prior to deployment. Briefing includes correct shelf facings sequencing arrangements, POP installation, stock rotation, inventory reporting, FIFO, pricing and other merchandising schemes. | 10% |
|  | > Ensures competence of all deployed refillers by setting work standards and policies that would ensure productivity, minimal absences/tardiness and good working relationship with the account. | 5% |
|  | > Facilitates implementation of various merchandising activities in covered accounts. | 5% |
|  | > Identifies business-building and merchandising activities in the trade and proactively suggests necessary actions. Is very proactive in implementing Merchandising Initiatives that he/she finds effective in his/her area. | 5% |
|  | > Coordinates with Field personnel on merchandising issues and requirements in all accounts. Addresses customer concerns right away. | 5% |
|  | > Ensures that activities are being implemented based on the approved operational guidelines and in accordance with the proper scheme and procedures stipulated in GFS KPIs.. | 5% |
|  | > Supervises, monitors and controls assigned on-going activities and ensures that all guidelines and procedures are followed. | 5% |
|  | > Closely coordinates with superior, GFS Field SALES personnel on the specific requirements and operational concerns of the activity. | 5% |
|  | > Reviews operational control system and suggests needed improvements for succeeding implementation. Secure necessary permits, nego letters needed for the operation. | 5% |
| **II.** | **REPORT GENERATION** | **15%** |
|  | > On-time and complete submission of photo-documentation (eg. Monitoring, pictures, etc.) Regularly evaluates promo activities and ensure that the objective are meet. | 5% |
|  | > On-time submission of daily OSA, Weekly Inventory/Offtake Report, MCP, Dept-Sched and Other Reports required by client. | 5% |
|  | > Ensures prompt and accurate submission of reports (photo documentation, Competitive Report, Price Survey and Special reports.. Etc.) | 5% |
| **III.** | **LEADERSHIP QUALITIES** | **20%** |
|  | > Investigates and imposes necessary disciplinary actions on erring personnel using the Company Policies as guide. Submits incident report to Superior and HR Department. | 4% |
|  | > Trains new refillers and briefs all support group required for the effective implementation of the activities .Evaluates quarterly performance evaluation of all refillers and uses the evaluation in enhancing refiller capabilities | 3% |
|  | > Effective in anticipating needs, forecasting conditions, setting goals and standards, scheduling work and measuring results. | 3% |
|  | > Able to manage and prioritize time and workload, depending on the need of the area. Can effectively perform multi-tasking without much difficulty. | 2% |
|  | > Maintains good working relationship with subordinates, outlet personnel, superiors and client. Energetic and has a sense of urgency to get things done. | 2% |
|  | > Can formulate conclusions, decisions and actions based on the problems encountered on trade. Able to take actions even without supervision. | 2% |
|  | > Can analyze trade scenarios and can come up with creative solutions that would address the issue. | 2% |
|  | > Aggressive in creating and implementing new ways of doing promo and merchandising activities. Can come upwith innovations and enhancement | 2% |
| **IV.** | **CREATIVITY** | 10% |
|  | > Effective in developing in others the desire and willingness to work towards a common goal. | 4% |
|  | > Effective in motivating teammates and subordinates into giving their 100% performance all the time. | 3% |
|  | > Can influence others in doing effective activation. | 3% |
| **V.** | **ATTENDANCE,APPEARANCE and PUNCTUALITY** | 5% |
|  | > Consistently neat. Represents the company very well. Shows eagerness by going to work on time. | 3% |
|  | > Has initiative in notifying head office of his absence/unavailability. | 2% |
|  | **TOTAL** | 100% |
|  |  |  |
|  | **PERFORMANCE SCALE** |  |
|  | **CRITERIA/RATING POINTS** | TARGET |
| **I** | MERCHANDISING FUNCTION | 50% |
| **II** | REPORTS | 15% |
| **III** | LEADERSHIP QUALITIES | 20% |
| **IV** | CREATIVITY | 10% |
| **V** | ATTENDANCE, APPEARANCE and PUNCTUALITY | 5% |
|  | **TOTAL** | **100%** |

